THE YOUNG Clerk's Guide.

IN FOUR PARTS.

OR, AN

EXACT COLLECTION OF Choice Engliſh Preſidents,

ACCORDING

To the beſt Forms now uſed for all ſorts of Indentures, Letters of Attorney, Releaſes, Conditions, &c.

Very Uſeful and Neceſſary for all,

But chiefly for thoſe that intend to follow the Attorneys Practice.

Compiled by Sir *R. H.* Counſellour; And Reviſed by an Able Practitioner.

The Fifteenth Edition.

LONDON:

Printed for *Thomas Baſſet*, at the *George* in *Fleet-ſtreet*; and *Samuel Heyrick*, at *Grays-Inne-Gate* in *Holborn*.

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Rec. Apr. 7, 1899.

PART I.

An Indenture of an Annuity.

THis Indenture made the twentieth day of, &c. in the, &c. between I. S. of *Skipton* in the County of *York* Eſq; of the one part, and C. P. of *London* Eſq; of the other part, witneſſeth, That the ſaid I. S. for and in conſideration of the ſum of, &c. to him before the enſealing and delivery of theſe preſents well and truly contented and paid, whereof and wherewith he the ſaid I. S. doth acknowledge and confeſs himſelf to be fully ſatisfied, and thereof, and of every part and parcel thereof, doth clearly acquit and diſcharge the ſaid C.P. his Heirs, Executors, and Adminiſtrators, and every of them, for ever by theſe preſents: Hath given, granted, and confirmed, and by theſe preſents doth give, grant, and confirm for him and his Heirs, unto the ſaid C. P. his Executors and Aſſigns, One Annuity of yearly Rent-charge of Two hundred pounds of lawful money of *England*, to be iſſuing and going out of all thoſe the Mannors and Lordſhips of *Stanton*, &c. with all and ſingular their rights, members, and appurtenances, in the ſaid County of *York*, and out of all and ſingular the Meſſuages, Cottages, Houſes, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Lands, Tenements, Meadows, Feedings, Paſtures, Commons, Moors, Marſhes, Rents, Reverſions, Services, Profits, Commodities, Emoluments, and Hereditaments whatſoever, with the appurtenances to the ſeveral Mannors, or any of them belonging, or heretofore had, uſed, reputed, occupied, or enjoyed, as part or parcel of them, or any of them: And alſo out of all other the Lands, Tenements, and Hereditaments of the ſaid I. S. within the ſaid County of *York*, *Grant.*

To have and to hold, perceive, receive, and take the ſaid Annuity, or yearly Rent-charge of,&c. unto the ſaid C.P. his Executors and Aſſigns, from the day of the date of theſe preſents, for and during the full term and time of forty years now next enſuing, and fully to be compleat and ended, if the ſaid C. P. and R.P. Eſq; Nephew to the ſaid C.P. or either of them ſhall ſo long live; To be paid at four moſt uſual Feaſts or Terms in the year; that is to ſay, the Feaſt of, &c. by even and equal portions, at or in the Church-porch of the Pariſh-Church of,&c. And the ſaid I. S. for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſignes, and for every of them, doth covenant, promiſe, and grant,to and with the ſaid C. P. his Heirs and Aſſigns, that if it ſhall happen the ſaid yearly Rent of, &c. to be behind and unpaid, in part, or in all, over or after any of the ſaid Feaſt-days, in which the ſaid ought to be paid, being lawfully demanded, according to the true intent and meaning of theſe preſents; That then he the ſaid I. S. his Heirs and Aſſigns, ſhall and will not onely forfeit and loſe unto the ſaid C. P. his Executors and Aſſigns, for or in the name of a pain or penalty, the ſum of forty ſhillings of lawful money of *England*, for every day the ſaid yearly Rent ſhall happen to be behind and unpaid, in part, or in all, over, or after any of the ſaid Feaſt-days, wherein the ſame ought to be paid, as before is mentioned: But alſo that it ſhall and may be lawful to and for the ſaid C. P. his Executors and Aſſigns, and to and for every of them, from time to time,from and after every of the ſaid Feaſt-days, wherein the ſaid yearly Rent, or any part thereof, ſhould or ought to be paid, as before is mentioned; into all and ſingular the ſaid Mannors, and into every of them, and into all other the Lands, Tenements, and Hereditaments, to the ſaid Mannors, or any of them belonging, and into all other the premiſes, with all and ſingular their appurtenances,and into every or any part or parcel thereof, at his, or their, or any of their free wills or pleaſures, to enter and diſtrain, as well for the ſaid yearly Rents, as for the ſaid ſum or ſums of money, which ſhall or may happen to become forfeited or loſt, for or in the name of a pain, as is aforeſaid, and for the arrerages of them, and either of them, if any ſhall happen to be; and the diſtreſs and diſtreſſes then and there found, to lead, drive, take,and carry away, and the ſame to detain and keep until the ſaid C. P. his Executors, or Aſſigns,

A Covenant to pay 2l. *for every day after default in payment of the Rents, and to Re-enter.*

ſigns, ſhall be fully ſatisfied, contented, and paid. And the ſaid I. S. for himſelf, his Executors, &c. doth covenant and graht to and with the ſaid C. P. his Executors, &c. that he the ſaid I. S. at the time of the enſealing and delivery of theſe preſent Indentures, is ſolely, rightfully, and abſolutely ſeized in his Demeaſn, as of Fee-ſimple, to his own proper uſe and behoof, without any manner of condition or limitation of any uſe or uſes, to alter, change or determine the ſame, of and in the ſaid Mannors, Meſſuages, Lands, Tenements, Hereditaments, and all other the premiſes above-named, with their appurtenances, and of every part and parcel thereof: And that he now hath full power and lawful authority to charge all and ſingular the ſame premiſes, with the appurtenances, and every part thereof, to and with the ſaid Annuity, or yearly Rent, &c. in manner and form above-declared: And alſo that the ſaid Mannors, Meſſuages, Lands, Tenements, and all other the premiſes, now are, and ſo from time to time, and at all times, for and during the ſaid term of forty years, (if the ſaid R. and C. or either of them ſhall ſo long live) ſhall and may remain, and continue liable, ſufficient, and avert to, and for diſtreſs and diſtreſſes of the ſaid A. and of his Executors or Aſſigns, as the caſe in that behalf ſhall require, for and concerning the ſaid yearly Rent, and other the premiſes, and every part thereof: And the ſaid I. S. for himſelf, &c. that he the ſaid I. S. his Executors and Aſſigns, ſhall and will from time to time, and at all times hereafter, for and during the ſpace of five years next enſuing the date hereof, at the reaſonable requeſt of the ſaid C. P. his Executors and Aſſigns, or any of them, at his or their, or any of their proper coſts and charges in Law, do, make, knowledge, and ſuffer, or cauſe and procure to be done, made, knowledged, and ſuffered, all and every ſuch further reaſonable and lawful act and acts, thing and things, device and devices in the Law whatſoever, for the further, more better and perfect aſſurance, ſurety, and ſure-making of the ſaid Annuity or yearly Rent-charge of, &c. to the ſaid C. P. his Executors and Aſſigns, for and during the ſaid term of forty years, if the ſaid C. and R. do ſo long live, according to the true intent and meaning of theſe preſents, as by the ſaid C. P. his Executors, Adminiſtrators, or Aſſigns, or by any of them, or by any of their Council learned in the Law, ſhall be reaſonably deviſed, adviſed, or required. In witneſs

Covenant that he is ſeized in Fee, and hath power to charge the premiſes with the Annuity.

whereof, the parties aforeſaid to theſe preſent Indentures have not onely interchangably ſet their,&c. but alſo the ſaid I.S. hath given and delivered unto the ſaid C.P. ten ſhillings currant Engliſh money, in the name of ſeiſin of the aforeſaid Annuity, or yearly Rent-charge of, &c. before-mentioned. Dated the day and year above-written.

An Indenture of Leaſe with extraordinary Covenants.

THis Indenture made, &c. between C. B. of, &c. of the one part, and I. S. of *Stretton* in the County of,&c. witneſſeth, That the ſaid C. B. for and in conſideration of, &c. hath demiſed, granted, ſet, and to Farm let, and by theſe preſents doth, &c. unto the ſaid I. S. all that his Meſſuage or Tenement, ſet, lying, and being in,&c. aforeſaid, together with all Houſes, Edifices, Buildings, Barns, Yards, Orchards, Crofts, Lands, Meadows, Paſtures, Feedings, Commons, Profits, and Commodities whatſoever, to the ſaid Meſſuage or Tenement of right in any wiſe belonging, lying within the Town or Fields of *Stretton* aforeſaid: All which Meſſuage or Tenement, with all other the premiſes, are now in the occupation of the ſaid I. S. (except and always reſerved out of this preſent Leaſe, all manner of Trees growing or being in or upon the ſaid premiſes, or any part thereof) To Have and to Hold the ſaid Meſſuage or Tenement, with all Houſes, Edifices, Buildings, Barns, Yards, Orchards, Crofts, Lands, Meadows, Paſtures, Commons, Profits, and Commodities, with their appurtenances, as is aforeſaid, (except before excepted) unto the ſaid I. S. his Executors, &c. from the day of the date of theſe preſents, unto the full end and term of 21 years from thence next enſuing, and fully to be compleat and ended. Yielding & paying therefore yearly, during the ſaid term, unto the ſaid C. B. and the Heirs of his Body lawfully begotten, and for default of ſuch Iſſue, to the right Heirs inheritable to the premiſes, the yearly Rent of,&c. at two of the uſual Feaſts in the year; that is to ſay, at the Annuntiation of our Lady, and St. *Michael* the Archangel, by even and equal portions, and doing ſervice to the Court of the ſaid C.B. his Heirs, and others aforeſaid, at his or their Mannor of S. aforeſaid, as often as it ſhall be kept there, at or upon reaſonable ſummons or warning, as other Tenants of the ſaid Mannor do, or ſhould do: And at the deceaſe of the ſaid I.S. and ſuch his Aſſigns, as hereafter by him ſhall be nominated or appointed, dying Tenants of the premiſes, to pay his or their beſt Beaſt unto the ſaid C. B. and to ſuch as the remainder or reverſion of the ſaid Mannor ſhould come unto, in the name of a Heriot. And if it ſhall happen the ſaid yearly

yearly Rent of,&c. to be behind or unpaid, in part, or in all, by the ſpace of, &c. next after any of the ſaid Feaſts at which it ought to be paid (if it be lawfully demanded) that then and from thenceforth, it ſhall and may be lawful unto and for the ſaid C.B. his Heirs,&c. and all and every other the perſon or perſons above-named, to whom the right thereof ſhall appertain as aforeſaid, into the ſaid Meſſuage or Tenement,& all other the premiſes with the appurtenances, wholly to re-enter, & the ſame to have again, retain, and repoſſeſs, as in his or their former eſtate; this Indenture, or any thing therein contained to the contrary in any wiſe notwithſtanding. And alſo it is covenanted & agreed, that it ſhall and may be lawful unto the ſaid I.S. and his Aſſigns, to lop the Trees growing upon any parcel of the premiſes heretofore lopped, at all times convenient, for the neceſſary fencing of the hedges. *For Reparation.* And the ſaid I. S. doth covenant and grant, for him, his Executors, Adminiſtrators, and Aſſigns, by theſe preſents, to and with the ſaid C.B. his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, That he the ſaid I. S. and his Aſſigns, ſhall and will make and do, or cauſe to be made or done, at his or their own proper coſts and charges, all and all manner of Reparations in and upon the premiſes before by theſe preſents granted and letten, from time to time, when and as often as need ſhall require, during the ſaid term of,&c. and ſo well and ſufficiently repaired, ſhall in the end of the ſaid term, or other ſooner determination of this preſent Leaſe, yield up and leave the ſame: And further, ſhall from time to time, during the ſaid term, do his or their ſuit to the Mill or Mills of the ſaid C.B. within the ſaid Mannor of S. aforeſaid; and all ſuch Corn and other Grain whatſoever, as the ſaid I. S. aforeſaid doth or may accuſtomarily uſe to grind, or cauſe to be ground, to be at the ſame Mill or Mills ground. *To do ſuit belonging to the Mills of the ſaid Mannor.* And it is further covenanted and agreed between the ſaid parties, that it ſhall and may be lawful to & for the ſaid C. B. and his Heirs, or any to whom the Right thereof ſhall appertain, as aforeſaid, if it be their pleaſure, at any time hereafter during the ſaid term, to make an exchange of parcel or parcels of the Lands or Meadows, or any part or parcel of the premiſes belonging to the ſaid Meſſuage or Tenement, & to take and have the ſame at his or their will and pleaſure, giving and allowing unto the ſaid I. S. and his Aſſigns, as much Land in quantity and goodneſs for the ſame, in ſuch place within the Fields of S. aforeſaid, as by the judgment and diſcretion of four

of the Tenants of the ſaid C. B. and his Heirs, or any to whom the Right thereof ſhall appertain as aforeſaid, then dwelling in S. aforeſaid, ſhall be adjudged, nominated, and appointed. And the ſaid I. S. covenanteth and granteth, &c. that he the ſaid I. S. or his Aſſigns, ſhall and will yearly, during the ſaid term, at ſeaſonable times, due and convenient in the year, plant or ſet in and upon the premiſes, ſix handſome young Trees or Saplings of Oak, Elm, or Aſh; and them ſo planted and ſet, ſhall from time to time yearly cheriſh, preſerve, ſuſtain, and ſuffer to grow and increaſe, to the moſt profit, uſe and behoof of the ſaid C. B. his Heirs and Aſſigns for ever. Provided always, and it is fully conditioned and agreed between the ſaid parties, that the ſaid I. S. ſhall not at any time hereafter Demiſe, Grant, Let, Set, Aſſign, or by any other way or means, put away or depart with the ſaid Leaſes, Term of years, Meſſuage, or Tenement, and other the premiſes, with the appurtenances, or any part or parcel thereof, or do, procure, and ſuffer to be done, any Act, Deed, or thing whatſoever, whereby the ſame or any part or parcel thereof, ſhall or may at any time hereafter, Revert, Deſcend, or come unto any perſon or perſons whatſoever, other than unto his Wife and Child, at any time during the ſaid term, without the conſent of the ſaid C. B. or his Heirs, and other the perſons aforeſaid, firſt had and obtained in writing, under his or their hands or ſeals, upon pain of forfeiting of this Indenture of Leaſe: any thing herein contained to the contrary in any wiſe notwithſtanding.

And the ſaid C. B. covenanteth for himſelf, his Heirs, Executors, and Adminiſtrators, &c. to warrant and defend the ſaid Meſſuage or Tenement, and all other the premiſes above-letten, unto the ſaid I. S. and ſuch his Aſſigns as are above expreſſed, againſt all perſon or perſons pretending any title to the ſame, from, by, or under him the ſaid C. B. his Heirs or Aſſigns, during the ſaid term, according to the true intent and meaning of theſe preſents. In witneſs whereof the parties firſt above-named, unto theſe preſent Indentures interchangably have ſet their hands and ſeals, the day and year firſt above-written, *Annoq; Dom.* 1681.

A Deed of Gift made to one to ſave him harmleſs from all Bonds.

TO all Chriſtian people to whom this preſent Writing ſhall come, I *J. P.* of, &c. ſend greeting in our Lord God everlaſting. Know ye, that I the ſaid *J. P.* as well for the indempnity,

dempnity, discharge, and saving harmless of *R. B.* of, &c. his Heirs, Executors, and Administrators, and every of them, off and from all manner of Bonds and Writings Obligatory whatsoever, wherein the said *R.B.* is and standeth bound for me the said *J. P.* in any sum or sums of money to any person or persons whatsoever; as also for divers other good causes and considerations me hereunto especially moving, Have given and granted, bargained, sold, and confirmed, *Grant.* and by these presents do give, grant, bargain, sell, and confirm unto the said *R. B.* all and singular my Leases, Goods, and Chattels whatsoever, as well real as personal, of what kind, nature, quality, or condition soever the same are or be, and in what place or places soever the same shall or may be found, as well in my own custody and possession, as in the hands, custody, and possession of any other person or persons whatsoever; To have and to hold all and singular the said Leases, Goods, and Chattels, and all other the premises, with the appurtenances, to the said *R.B.* his Heirs, Executors, Administrators, and Assigns, to his and their own proper use and behoof for ever: And I the said *J. P.* and my Heirs, all and singular the said Goods and Chattels, and other the premises unto the said *R. B* his Executors, Administrators, and Assigns, to his and their own proper use, as aforesaid, shall and will warrant and for ever defend, by these presents. Provided always, that if I the said *J. P* my Executors, Administrators, or Assigns, or any of us, do or shall from time to time, and at all times hereafter, clearly acquit and discharge, or otherwise sufficiently save and keep harmless the said *R. B.* his Executors, Administrators, and Assigns, and all his and their Goods, Chattels, Lands, Tenements, and Hereditaments, and every of them, off and from all and singular Bonds and Writings Obligatory whatsoever, wherein or whereby the said *R. B.* at the request and for the debt of me the said *J. P.* is and standeth bound to any person or persons whatsoever, in any sum or sums of money, and off and from all manner of Actions, Suits, Charges, Troubles, Expences, and Demands whatsoever, which shall or may in anywise hereafter happen, come, grow, or be, to or against the said *R.B.* his Executors or Administrators, or any of them, for or by reason or means of the same Obligations or Writings Obligatory, or any of them, or any thing in them or any of them mentioned or contained, that then this present Deed or Grant, and every thing herein contained, shall be utterly void and of none effect; any thing herein before specified to the contrary

contrary thereof in any wiſe notwithſtanding. In witneſs whereof, &c.

A Leaſe of a Houſe and certain Lands made in conſideration of a certain ſum of Money, the Fee-ſimple being in the Leaſor.

THis Indenture made, &c. between M. C. of, &c. Gentleman, and A.C his Wife, on the one part, and T.E. of,&c. Eſq; on the other part, witneſſeth, That the ſaid M. C. and A. his Wife, for and in conſideration of the ſum of,&c. of lawful money of *England* to them in hand paid before the enſealing and delivery of theſe preſents by the ſaid T E. whereof and wherewith they the ſaid M. C. and A. acknowledge themſelves to be fully ſatisfied, contented, and paid, and thereof, and of every part and parcel thereof, do clearly acquit and diſcharge the ſaid T. E. his Executors, Adminiſtrators, and Aſſigns,by theſe preſents, Have Demiſed, Granted, Set, and to Farm let, and by theſe preſents do Demiſe, &c. unto the ſaid T. E. his, &c. All that their Manſion-houſe, with the Rights, Members, and Appurtenances thereof, ſcituate, lying, and being in *Arleſcot*, in the Pariſh of N. in the County of W. and all that Cloſe of Paſture commonly called or known by the name of *The Great Cloſe*, containing by eſtimation forty Acres, be it more or leſs; and alſo all that Cloſe of Paſture commonly called or known by the name of *The Middle Paſture*, containing by eſtimation forty Acres,be it more or leſs; and all that Cloſe of Paſture, &c. All and ſingular which ſaid Gloſes and other the Premiſes,are or late were in the tenure or occupation of the ſaid M. or his Aſſignee or Aſſignees, and are ſcituate, lying, and being in A. aforeſaid in the ſaid County of N. and alſo all other Meſſuages,Houſes,Edifices,Buildings, Barns, Stables, Dove-houſes, Orchards, Gardens, Tenements, Meadows, Paſtures, Feedings, Woods, Underwoods, Commons, Waſte-ground, Moors, Marſhes, Rents, Reverſons, Services, Profits, Commodities, and Hereditaments whatſoever,of them the ſaid M.C. or A.C. or either of them,ſcituate,lying, & being in A. aforeſaid,or in either of them,in the ſaid County of N. To Have and to Hold the ſaid Manſion-houſe, Cloſes of Meadow, Paſture and Arable, and all and ſingular other the premiſes, with their and every of their Appurtenances before by theſe preſents demiſed,and every part and parcel thereof,unto the ſaid T.E. his Executors,Adminiſtrators, and Aſſigns, from the Feaſt-day of,&c. laſt paſt before the date

date hereof, unto the full end and term of, &c. from thence next enſuing and fully to be compleat and ended. Yielding and paying therefore yearly, during the ſaid term, unto the ſaid M. C. and A. his Wife, their Heirs and Aſſigns, one Pepper-corn at the Feaſt of, &c. if the ſame be lawfully demanded. And the ſaid M. for himſelf, and for the ſaid A. his Wife, their Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, doth Covenant, Promiſe, and Grant to and with the ſaid T. E. his Executors, Adminiſtrators, and Aſſigns, and to and with every of them, by theſe preſents, in manner and form following. That is to ſay, That he the ſaid M. C at the time of the enſealing and delivery of theſe preſents, ſtandeth and is lawfully ſeized in his Demeaſn, as of Fee, of and in the ſaid Manſion-houſe, and ſeveral Cloſes, and of and in all other the premiſes before by theſe preſents demiſed, or mentioned to be demiſed, with their and every of their appurtenances, without any manner of condition or limitation of uſe or uſes, to alter, change, or determine the ſame: That they the ſaid M. C. and A. or one of them, now have or hath full power and authority to demiſe and grant the ſaid Manſion-houſe, and other the premiſes, with their appurtenances, and every part and parcel thereof, unto the ſaid T. E. his Executors, Adminiſtrators, and Aſſigns, in manner and form aforeſaid; and alſo that the ſaid Manſion-houſe, Cloſes, and other the premiſes before by theſe preſents demiſed or meant, mentioned or intended to be demiſed, and every part and parcel thereof, now are, and by and during the ſaid term of, &c. by theſe preſents granted, ſhall be, remain, and continue unto the ſaid T. E. his Executors, Adminiſtrators, and Aſſigns, of the clear yearly value of, &c. at the leaſt, over and above all charges and reprizes: And further, that the ſaid T. E. his Executors, Adminiſtrators, and Aſſigns, under the Rents, Covenants, Grants, and Agreements in theſe preſents contained, ſhall and may at all times hereafter, and from time to time during the term hereby granted and demiſed, or meant, mentioned, or intended to be granted or demiſed, quietly and peaceably to have, hold, uſe, occupy, poſſeſs, and enjoy the ſaid Manſion-houſe, Cloſes, and all other the premiſes, and every part and parcel of them, with their and every of their appurtenances: And the Rents, Iſſues, and Profits thereof, ſhall or may receive, perceive and take to his and their own proper uſe and behoof, clearly acquitted, exonerated, and diſcharged of, and from, all manner

of

of former and other Bargains, Sales, Gifts, Grants, Leaſes, Joyntures, Dowers, Statutes-Merchant, and of the Staple, Recognizances, Intruſions, Judgments, Executions, Rent-charges, Rent-ſeck, Arrerages of Rents, Debts, and Duties to the Kingdom. And off and from all other Charges, Titles, Troubles, and Incumbrances whatſoever, had, made, committed, done, or ſuffered by the ſaid M. C. and A. or either of them, their or either of their Heirs or Aſſigns, or by any other perſon or perſons whatſoever. And moreover the ſaid M. C. for himſelf, and for the ſaid A. his Wife, their Heirs, Executors, and Adminiſtrators, and for every of them, doth covenant, promiſe, and grant to and with the ſaid T. E. his Executors, Adminiſtrators, and Aſſigns, and to and with every of them by theſe preſents, that he the ſaid M. C. and A. his Wife, their Heirs and Aſſigns, ſhall and will at all times hereafter, and from time to time during the term and ſpace of five years next enſuing the date hereof, upon all and every reaſonable requeſt and requeſts, to him or them, or any of them to be had or made by the ſaid T. E. his Executors, Adminiſtrators, or Aſſigns, or any of them, and at the coſts and charges in the Law of him the ſaid T. E. his Executors or Aſſigns, or ſome of them, do, make, acknowledge, execute, and ſuffer, or cauſe to be done, made, acknowledged, executed, and ſuffered, all and every ſuch further lawful act and acts, thing and things, device and devices in the law whatſoever, for the better confirmation of theſe preſents. And for the better and further aſſurance, ſurety, ſure-making, and conveying of the ſaid Manſion-houſe, Cloſes, and other the premiſes, and every or any of them, with their and every of their appurtenances, for and during the ſaid term of, &c. years, hereby granted, or mentioned to be granted unto the ſaid T. E. his Executors, Adminiſtrators, or Aſſigns, according to the true intent and meaning of theſe preſents, as by the ſaid T. E. his Executors, Adminiſtrators, or Aſſigns, or by his or their Council learned in the Law, ſhall be reaſonably deviſed, &c. In witneſs, &c.

An Aſſignment of the ſame Leaſe and Premiſes to a third perſon in truſt, upon condition that if the money be not paid, the Aſſignment to be void.

THis Indenture made the, &c. between T. E. of, &c. on the one part, and T. C. of, &c. on the other part, witneſſeth, That whereas M. C. of, &c. Gent. and A. C. then Wife of the ſaid M. by their

their Indenture of Leaſe, being dated the, &c. for the conſiderations therein mentioned, did demiſe, grant, and to Farm let unto the ſaid T. E. his Executors, Adminiſtrators, and Aſſigns, all that his Manſion-houſe, with the Rights, Members, and Appurtenances thereof, ſcituate, lying, and being in *Arleſcot*, in the Pariſh of N. in the County of N. and all that Cloſe of Paſture, commonly called or known by the name of the Great Cloſe, containing by eſtimation forty Acres, be it more or leſs; and alſo all that Cloſe of Paſture, commonly called or known by the name of the Middle Paſture, containing by eſtimation forty Acres, be it more or leſs; and all that Cloſe of Meadow, &c. All and ſingular which ſaid Cloſes, and other the premiſes, then or late were in the tenure or occupation of the ſaid M. his Aſſignee or Aſſignees, and are ſcituate, lying, and being in *Arleſcot* aforeſaid, in the ſaid County of N. and alſo all other Meſſuages, Houſes, Edifices, Buildings, Dove-houſes, Orchards, Gardens, Tenements, Meadows, Paſtures, Feedings, Woods, Under-woods, Commons, Waſte-ground, Moors, Marſhes, Rents, Reverſions, Services, Profits, Commodities, and Hereditaments whatſoever, of them the ſaid M. C. and A. C. or either of them, ſcituate, lying, and being in A. aforeſaid, and N. or either of them, in the ſaid County of N. To Have and to Hold the ſaid Manſion-houſe, Cloſes of Meadow, Paſture, and Arable, and all and ſingular other premiſes, with their and every of their appurtenances, by the ſaid Indenture of Leaſe demiſed or mentioned to be demiſed, and every part and parcel thereof, unto the ſaid T. E. his Executors, Adminiſtrators, and Aſſigns, from the Feaſt of, &c. then laſt paſt, before the date of the ſame Indenture of Leaſe, unto the full end and term of, &c. from thence next enſuing, and fully to be compleat and ended. Yielding and paying therefore yearly, during the ſaid term, unto the ſaid M. C. and A. his Wife, and to the Heirs and Aſſigns of the ſaid M. one Pepper-corn onely at the Feaſt of, &c. if the ſame ſhall be lawfully demanded, as in and by the ſame Indenture of Leaſe amongſt divers other Covenants, Grants, Articles, and Agreements therein contained, more fully and at large it doth and may appear. Now this Indenture further witneſſeth, The ſaid T. E. for and under the Proviſo or Condition hereafter in theſe preſents mentioned and expreſſed, hath granted, bargained, ſold, aſſigned, and ſet over, and by theſe preſents doth fully, clearly, and abſolutely grant, bargain, ſell, aſſign, and ſet over unto the

the ſaid T. C. his Heirs and Aſſigns, all the Eſtate, Right, Title, Intereſt, Property, Poſſeſſion, Term of years, Claim and Demand whatſoever, which he the ſaid T. E. now hath, may, might, ſhould, or in any wiſe ought to have or claim, of, in, or to the ſaid Manſion-houſe, Cloſes of Land, and other the premiſes, with the appurtenances, by the ſaid Indenture of Leaſe demiſed, and in and to every or any part or parcel thereof, by force and virtue of the ſaid recited Indenture of Leaſe. Provided always, that if the ſaid T. C. his Heirs, Executors, Adminiſtrators, or Aſſigns, or ſome of them, ſhall not well and truly pay, or cauſe to be paid unto the ſaid T. E. his Executors, Adminiſtrators, or Aſſigns, the ſum of, &c. at or on, &c. without fraud, &c. That then this preſent Indenture, and all and every Covenant, Grant, Article, and Agreement therein contained, ſhall be utterly void, fruſtrate, and of none effect; any thing herein before ſpecified to the contrary thereof in any wiſe notwithſtanding. In witneſs, &c.

An Aſſignment of a Judgment, with a Letter of Attorney therein aſſerted.

TO all Chriſtian People, to whom this preſent Writing ſhall come, We I. H. Clerk, Parſon of, &c. and O. B. of, &c. Son and Executor of I. B. late of, &c. Gentleman, deceaſed, ſend greeting. Whereas there is a Judgment of 400 *l.* depending in the Court commonly called the Kings-bench at *Weſtminſter*, againſt E. S. of F. Eſq; and R. S. of F. aforeſaid, Gentleman, at the ſuit of me the ſaid I. H. and of the ſaid I. B. deceaſed, as by the Record thereof remaining in the ſaid Court of Kings-Bench, more at large may appear; upon which Judgment, there hath been Execution lately proſecuted and taken forth. Now know ye, that we the ſaid I. H. and O. B. for divers juſt cauſes and valuable conſiderations us hereunto eſpecially moving, Have granted, transferred, aſſigned, and ſet over; and by theſe preſents do clearly and abſolutely grant, transfer, aſſign, and ſet over unto *Anthony H.* of *Lincolns-Inne*, in the County of *Middleſex*, Gentleman, his Executors, Adminiſtrators, and Aſſigns, as well the ſaid Judgment of 400 *l.* aforeſaid, as alſo all the Benefit, Commodity, Sum and Sums of Money, Profit and Advantages whatſoever, that now is, or hereafter ſhall be obtained or gotten, by reaſon or means of the ſame Judgement, or of any Execution or Extent thereof, or thereupon to be had, ſued, executed, or obtained, and all the Eſtate, Right, Title,

Title, Intereſt, and Demand whatſoever, which we the ſaid I. H. and O. B. or either of us have or ought to have, or claim, of, in, and to the ſaid Judgment of 400 *l.* or any ſum of Money, Lands, Tenements, or other things, which by virtue thereof, or of any Execution, Proceſs, or Proceedings thereupon uſed, ſhall be recovered, obtained, or gotten. And further, We the ſaid I. H. and O. B. do by theſe preſents make, ordain, conſtitute, authorize, and appoint the ſaid A. H. to be our true and lawful Attorney, for us, and in our names, or the names of either of us, to Sue and Proſecute the Execution upon the ſaid Judgment, and upon ſatisfaction given, or any other end, Compoſition, or Agreement made concerning the premiſes, to acknowledge ſatisfaction, or to make and do any other Releaſe and Diſcharge for the ſame; and all and every other act or acts, thing or things whatſoever, as ſhall be requiſite and needful to be done, in or about the premiſes, we covenant, promiſe, and grant, allow, ratifie, eſtabliſh, and confirm by theſe preſents. And we the ſaid I. S. and O. B. for us, and either of us, our Executors and Adminiſtrators, do covenant, promiſe, and grant to and with the ſaid A. H. his Executors, Adminiſtrators, and Aſſigns, by theſe preſents, in manner and form following. That is to ſay, That neither the ſaid I. B. in his life-time, nor we the ſaid I. H. and O. B. nor any of us, have heretofore made, done, or committed any Releaſe or other Diſcharge of the ſaid Judgment, or of any Extent or Execution which hath been thereupon ſued or executed; nor we the ſaid I. H. and O. B. or either of us, our Executors or Adminiſtrators, at any time hereafter ſhall or will make, commit, or do any Releaſe, or other act or thing whatſoever, whereby the ſaid Judgment, or any Extent or Execution which hath been thereupon ſued or executed, or which ſhall be thereupon ſued or executed at any time hereafter by the ſaid A. H. or his Aſſigns, ſhall be in any manner of wiſe hurt, hindred, diſabled, debarred, or extinguiſhed, without the conſent of the ſaid A. H. his Executors, or Aſſigns, thereunto firſt had and obtained in writing under his or their hands and ſeals. And further, that we the ſaid I. H. and O. B. our Executors, Adminiſtrators, and Aſſigns, and every of us, ſhall and will at all times hereafter, and from time to time, upon requeſt made, and at the coſt and charges of the ſaid A. H. and his Aſſigns, maintain, juſtifie, allow and confirm all ſuch lawful Actions, Suits, Proceſs, Extents, Executions, and Proceedings what-

whatſoever, as have been, or hereafter ſhall be brought, ſued forth, or proſecuted againſt the ſaid E. S. and R. S. or either of them, their Executors or Adminiſtrators, or their, or any of their Lands, Tenements, or Goods, upon or by reaſon of the ſaid Judgment of Four hundred pounds above-mentioned; And that the ſaid A. H. his Executors and Adminiſtrators, ſhall and may peaceably and quietly have and hold, receive and enjoy, to his and their own proper uſes and behooſs, all ſuch benefit, ſum and ſums of money, Lands, Tenements, and other things, as by vertue of the ſaid Judgment, or any Extents, Execution, Proceſs, or Proceedings thereupon brought, or to be brought, ſued or proſecuted, ſhall be recovered, obtained, or gotten, without the let, ſuit, trouble, eviction, or diſturbance of us the ſaid I. H. and O. B. or either of us, our Executors, or Adminiſtrators, and without any account or other thing, to us or any of us, to be therefore made or given. In witneſs, &c.

An Aſſignment of a Houſe and Lands, from one who had the ſame in Mortgage, and was forfeited to him.

THis Indenture made, &c. between W. B. of, &c. on the one part, and G. H. of, &c. on the other part, witneſſeth, That whereas B. C. of, &c. by his Indenture, bearing date, &c. (*and ſo go forward with the Recitals.*) And whereas in the ſaid recited Indenture of Aſſignment, there is a Proviſo or Condition contained for redemption of the premiſes, upon payment of one hundred pounds of, &c. on the ſixth day of, &c. which then ſhould be, and ſince hath been in the year of our Lord God, &c. at or in the, &c. as in and by the ſaid Proviſo or Condition, whereunto relation being had, more fully and at large it doth and may appear, which ſaid ſum of 100 l. &c. or any part thereof, was not paid or tendred to be paid, to or for the ſaid W. B. at the day or place in the Proviſo of Redemption limited for the payment thereof, and yet remaineth unpaid; by reaſon and means whereof, the ſaid Meſſuage and other the premiſes, and the whole Eſtate, Leaſe, Right, Title, and Intereſt of the ſaid B. C. in and to the ſame, became forfeited unto the ſaid W. B. and he thereby was, and now is, and ſhall be lawfully intereſſed and poſſeſſed in the ſame premiſes, and every part thereof, during all the reſidue and term of years, which then were, and yet are to come, and unexpired of the term granted to the ſaid B. C. in and by the ſaid Indenture of Demiſe above-mentioned.

Now

Now this Indenture further witneſſeth, That the ſaid W. B. for and in conſideration of the ſum of, &c. to him in hand paid by the ſaid G. H. at and before the enſealing and delivery of theſe preſents, whereof and wherewith, &c. Hath given, granted, bargained, ſold, aſſigned, and ſet over, and by theſe preſents doth fully, clearly, and abſolutely give, grant, &c. unto the ſaid G. H. his Executors, Adminiſtrators, and Aſſigns, as well the ſaid Meſſuage, Tenement, Yards, Gardens, Orchards, and Cloſes to the ſame adjoyning and belonging; Together alſo with all and every the Arable Lands, Meadows, Paſtures, Feedings, Profits, Commodities, and Hereditaments, whatſoever to the ſaid Meſſuage belonging, or in any wiſe appertaining. And all other the premiſes, with appurtenances whatſoever, in and by the ſaid Indenture of Demiſe granted to the ſaid W. B. as aforeſaid. As alſo all the Eſtate, Right, Title, Intereſt, Property, Poſſeſſion, Term of years, Claim, and Demand whatſoever, which he the ſaid W. B. his Executors, Adminiſtrators, or Aſſigns, now have, hath, may, might, ſhould, or in any wiſe ought to have or claim of, in, or to the ſaid Meſſuage, and other the premiſes, with the appurtenances, and every or any of them, or any part and parcel thereof, by force and virtue of the ſaid Indenture of Mortgage or Aſſignment above-recited, or either of them, or any thing in them, or any of them mentioned or contained, or by any other ways or means whatſoever: together with the ſame Indenture of Demiſe and Mortgage aforeſaid, and all and every other Writing, and Minument concerning the ſame. To have and to hold the ſaid Meſſuage, Yards, Gardens, Lands, Meadows, Paſtures, Feedings, Indenture, or Demiſe and Mortgage, Writings and Minuments, Eſtate, Right, Title, Intereſt, and Term of years, and all and ſingular other the premiſes, with the appurtenances, before by theſe preſents bargain'd, ſold, aſſign'd, and ſet over, and every part and parcel thereof, unto the ſaid G. H. his Executors, Adminiſtrators, and Aſſigns, to his and their own proper uſe and behoofs, in as large, ample, and beneficial manner and form, to all intents, conſtructions, and purpoſes, as he the ſaid W. B. now hath, may, might, ſhould, or in any wiſe ought to have and enjoy the ſame, by force and virtue of the ſaid Indenture of Leaſe or Demiſe, or the ſaid Indenture of Mortgage aforeſaid, or either of them, or any thing in them, or any of them mentioned or expreſſed, or otherwiſe howſoever. *(A Covenant for diſcharge of Incumbrances.)* In witneſs whereof, &c.

A Mortgage of a Leaſe for indemnity of certain ſureties bound in an Obligation made to another in truſt, for their uſe.

THis Indenture made the, &c. between H. H. of, &c. Gentleman, on the one part, and R. M. of, &c. I. N. and R. D. of, &c. Gentleman, on the other part, witneſſeth, That whereas, &c. as in and by the ſaid Indenture of Leaſe amongſt other things more fully and at large appeareth. And whereas the ſaid I. N. and R. D. at the requeſt, and for the debt of the ſaid H. H. together with him, in and by one Obligation with condition endorſed, bearing date with theſe preſents, are and ſtand joyntly and ſeverally bounden unto R. S. of, &c. in the ſum of, &c. for the true payment of, &c. on the, &c. at or in the, &c. as in and by the ſaid recited Obligation and Condition thereof more at large it doth and may appear. Now this Indenture further witneſſeth, That the ſaid H. H. for the Indemnity and Diſcharge of R. and D. their Heirs, Executors, and Adminiſtrators, and every of them, of, and from the ſaid recited Obligation, and all ſum and ſums of money therein mentioned and contained, and from all Actions, Suits, and Demands concerning the ſame; *Conſideration.* hath given, granted, bargained, ſold, aſſigned, and ſet over, and by theſe preſents doth fully, clearly, and abſolutely give, grant, bargain, ſell, aſſign, and ſet over unto the ſaid R. M. his Executors, Adminiſtrators, and Aſſigns, as well the ſaid Meſſuage or Tenement, and all and ſingular other the premiſes with the appurtenances, and every part thereof, by the ſaid Indenture of Leaſe demiſed, and every part and parcel thereof; as alſo all the Eſtate, Right, Title, Intereſt, Property, Term of years, Claim, and Demand whatſoever, which he the ſaid H. H. his Executors, Adminiſtrators, and Aſſigns, now have, hath, may, might, ſhould, or in any wiſe ought to have or claim of, in, and to the ſaid Meſſuage or Tenement, and other the premiſes, with the appurtenances, and every or any part or parcel thereof, by force and virtue of the ſaid recited Indenture of Leaſe, or any thing therein contained, or by any other ways or means whatſoever, together with the ſaid recited Indenture of Leaſe: To have and to hold the ſaid Meſſuage or Tenement, In- *Habend.* denture of Leaſe, Eſtate, Right, Title, Intereſt, Term of years, and all and ſingular other the premiſes, with the appurtenances before by theſe preſents bargained or ſold, or

or meant, mentioned, or intended to be hereby given, granted, ſold, aſſigned, and ſet over, and every part and parcel thereof, unto the ſaid R. M. his Executors and Aſſigns, from the enſealing and delivery of theſe preſents forwards, for, during, and until the full accompliſhment of all the reſidue of the ſaid term of, &c. now to come and unexpired, granted by the ſaid Indenture of Leaſe, in as large, ample, and beneficial manner and form, to all intents, conſtructions, and purpoſes, as he the ſaid H.H. now hath, may, might, ſhould, or in any wiſe ought to have and enjoy the ſame by force and virtue of the ſaid recited Indenture of Leaſe, or any thing therein contained, or otherwiſe howſoever. Nevertheleſs, upon ſpecial truſt and confidence, that he the ſaid R. M. his Executors, Adminiſtrators, and Aſſigns, and every of them, ſhall ſtand and be interreſſed and poſſeſſed of and in the ſaid Meſſuage or Tenement, and all other the before-bargained premiſes, with the appurtenances, and every part and parcel thereof, to the onely proper uſes and behoofs of the ſaid I N. and R. D. their Executors, Adminiſtrators, and Aſſigns; and to no other uſe, intent, or purpoſe whatſoever. And the ſaid H. H. for himſelf, his Executors, and Adminiſtrators, doth covenant, promiſe, and grant to and with the ſaid R. M. his Executors, &c. and to and with every of them by theſe preſents, in manner and form following: That is to ſay, That the ſaid recited Indenture of Leaſe, at the time of the enſealing and delivery of theſe preſents, is a good, perfect, ſure, and indefeazible Leaſe in the Law of, and for the ſaid Meſſuage or Tenement, and premiſes thereby demiſed; and ſo ſhall ſtand, remain, and continue unto the ſaid R. M. his Executors and Aſſigns to the uſes before mentioned, for and during the term of years thereby granted and unexpired. And that he the ſaid H. H now hath full power, good right, true title, and lawful authority to give, grant, bargain, ſell, and ſet over the ſame premiſes, and every part thereof, unto the ſaid R. M. his Executors, Adminiſtrators, and Aſſigns, to the uſe aforeſaid, in manner and form above mentioned, according to the true intent and meaning of theſe preſents *(A Covenant for quiet enjoying, and from Incumbrances.)* Provided always, that if the ſaid H. his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, do truly pay or cauſe to be paid unto the ſaid R. S. his Executors, Adminiſtrators, or Aſſigns, the ſaid ſum of, &c. on the, &c. at the place aforeſaid, for and in full and clear diſcharge of the ſaid recited Obli-

And that he hath power to demiſe.

Proviſo.

gation and Condition above-mentioned, that then this Indenture to be void and of none effect: this Indenture or any thing therein contained to the contrary thereof, in any wise notwithstanding. In witness, &c.

A Bill of Sale.

KNow all men by these presents, That I W.H. of,&c. for and in consideration of the sum of, &c. of lawful money of *England* to me in hand paid, by I. S. of, &c. Goldsmith, at and before the ensealing and delivery of these presents, wherewith I confess my self to be fully satisfied, contented, and paid, Have bargained and sold, and by these presents do fully, clearly, and absolutely bargain and sell unto the said I. S. in plain and open Market within the City of *London*, one Chain of Gold with round links unsothered, weighing 20 ounces of Gold-weight; and one Gold Ring enameled, set with a small Table-Diamond. To Have and to Hold the said Chain of Gold and Ring, to the said I.S. his Executors, Administrators, and Assigns, to his and their own proper uses and behoofs for ever. And I the said W. H. my Executors and Administrators, and every of us, the said Chain and Ring unto the said I. S. his Executors and Administrators, against all people, shall and will warrant, acquit, and for ever defend by these presents. Provided always, That if I the said W. H. my Heirs, Executors, Administrators, &c. or any of us, do well and truly pay or cause to be paid unto the said I.S. his Executors, Administrators, or Assigns, the full sum of, &c. at or in the, &c. without fraud or coven; that then this present Bill, and the bargain and sale of the said Chain and Ring shall be utterly void, and of none effect, or else to stand and abide in force and virtue.

A Release of Lands Mortgaged.

THis Indenture made the, &c. between A. N. of, &c Esq; on the one part, and Sir H. M. of, &c. Knight, on the other part, witnesseth, That whereas the said A. N. by his Indenture, bearing date the, &c. for and in consideration of the sum of, &c. by I. H. of, &c. well and truly to be paid in manner and form as in and by a Proviso contained in the said Indenture is mentioned, limited, and declared, did bargain and sell unto the said I.H. and to his Heirs and Assigns for ever, all that his Grange or Farm of, &c. with the appurtenances, in the Parish of A. in the County

County of S. being parcel of the poſſeſſions of the late diſſolved Monaſtery of W. in the ſaid County of,&c. and all other his Mannors, Meſſuages, Lands, Tenements, Meadows, Feedings, Paſtures, Woods, Underwoods, Leets, Courts, Liberties, Franchiſes, and Hereditaments whatſoever, with all and ſingular their appurtenances,ſcituate,&c. all and ſingular which ſaid premiſes, the ſaid A. N. late bought and purchaſed to him and his Heirs, of the ſaid I.H. Together with all and ſingular Meſſuages, Houſes, Edifices, Buildings, Barns, Stables, Dove-houſes, Orchards, Gardens, Lands, Meadows, Feedings, Paſtures, &c. and Hereditaments whatſoever to the ſaid Grange or Farm of, &c. and other the premiſes before-mentioned,or any part thereof belonging,or in any wiſe appertaining, or accepted, reputed, taken,or known as part, parcel, or member thereof, or heretofore uſed, occupied, demiſed, letten, poſſeſſed, or enjoyned, as part or parcel thereof. *To have and to hold* all and ſingular the ſaid premiſes, to the ſaid I.H. his Heirs and Aſſigns for ever; in which ſaid Indenture there is a Proviſo contained, That if the ſaid I. H. his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, ſhould fail in the payment of the ſum of, &c. unto the ſaid A. N. his Executors or Adminiſtrators at the day and place in the ſaid Indenture ſpecified, that then the ſaid Conveyance ſhould be void,as in and by the ſaid Indenture more at large it doth and may appear. And whereas the ſaid I. H. hath conveyed and aſſured all and ſingular the ſaid premiſes unto the ſaid Sir M.H. and his Heirs, before the enſealing and delivery of theſe preſents; Now this Indenture witneſſeth, That the ſaid A.N. for and in conſideration of the ſum of,&c. to him the ſaid A.N. in hand well and truly ſatisfied and paid by the ſaid I. H. before the enſealing and delivery of theſe preſents: And alſo in conſideration of the full diſcharge and releaſe of the Condition and Proviſo aforeſaid,and at the ſpecial inſtance and requeſt of the ſaid I. H. hath remiſed, releaſed, and quit-claimed, and by theſe preſents doth for himſelf, and his Heirs, remiſe, releaſe, and for ever quit-claim unto the ſaid Sir M. H. and to his Heirs for ever, the Condition and Proviſo abovementioned, and alſo all the Eſtate, Right,Title, Intereſt,Claim, Reverſion, Condition, and Demand whatſoever, which he the ſaid A.N. now hath, or by any manner of ways or means hereafter ſhall or may have, of, in, or to the ſaid premiſes, or any part or parcel thereof, and alſo of, in, and unto all and ſingular the Lands, Tenements, and Hereditaments which the ſaid A. N. hath at any time purchaſed to him and his Heirs, of him

the ſaid I. H. *To have and to hold* the ſaid Grange or Farm, and all and ſingular the premiſes, with the appurtenances, unto the ſaid Sir M. H. his Heirs and Aſſigns, to the onely proper uſe and behoof of the ſaid Sir M. H. his Heirs and Aſſigns for ever, abſolutely, without any condition or limitation whatſoever. And the ſaid A.N. for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, doth covenant, promiſe, and grant, to and with the ſaid Sir M. H. his Heirs and Aſſigns, by theſe preſents, in manner and form following (*viz.*) That he the ſaid Sir M. H. his Heirs and Aſſigns, ſhall and may from time to time, and at all times for ever hereafter, peaceably and quietly have, hold, uſe, occupy, poſſeſs, and enjoy the ſaid Grange or Farm, and all and ſingular the premiſes, with the appurtenances conveyed or releaſed, or meant, mentioned, or intended to be conveyed or releaſed by theſe preſents, without the let, ſuit, trouble, diſturbance, or eviction of the ſaid A. N. his Heirs or Aſſigns, and without the lawful let, ſuit, trouble, diſturbance, or eviction of any other perſon or perſons lawfully claiming any Eſtate, Right, Title, or Intereſt in, out of, or into the premiſes, or any part thereof, from, by, or under the ſaid A.N. his Heirs or Aſſigns, or by his, their, or any of their means, act, conſent, aſſent, privity, agreement, or procurement, other than of the ſaid I.H. his Heirs and Aſſigns, claiming from the ſaid A. N. by virtue of the aſſurance aforeſaid: and alſo that all and ſingular the premiſes, and every part and parcel thereof, ſhall and may from time to time, and at all times for ever hereafter, continue and remain unto the ſaid Sir M. H. his Heirs and Aſſigns, free and clear, and freely and clearly acquitted, exonerated, and diſcharged of and from all and all manner of former and other gifts, grants, bargains, ſales, &c. had, made, done, or committed by the ſaid A N. his Heirs or Aſſigns, or by his, their, or any of their means, act, aſſent, conſent, privity, agreement, or procurement (except before excepted) And the ſaid A. N. doth further for himſelf, his Executors, &c. That he the ſaid A. N. his Heirs and Aſſigns, ſhall and will from time to time, and at all times before the Feaſt of, &c. next enſuing the date hereof, at the proper coſts and charges in the Law of the ſaid Sir M. H. do and execute, or cauſe to be done and executed, all and every ſuch further act and acts, thing and things, device and devices in the Law, as ſhall be reaſonably deviſed, adviſed, or required by the ſaid Sir M. H. his Heirs or Aſſigns, or by his or their Counſel learned in the Law, for the better aſſuring and ſure-making of all and ſingular the

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premiſes, with the appurtenances, unto the ſaid Sir M. H. his Heirs and Aſſigns, according to the true intent and meaning of theſe preſents, be it by Fine or Fines, Feoffment or Feoffments, Deed or Deeds, Inrolled or not Inrolled, Recovery or Recoveries, with double or ſingle Voucher or Vouchers, Releaſe, Confirmation, Warranty, or by any other ways or means whatſoever. In witneſs whereof, &c.

A Deed of Revocation of certain uſes.

TO all Chriſtian people to whom this preſent Writing ſhall come, R.R. of L. Eſq; ſends greeting, &c. Whereas the ſaid R.R. in and by two ſeveral Indentures or Deeds indented, bearing date the, &c. whereof the one is made between the ſaid R. R. and G.W. of, &c. of the one part, and I.H. of, &c. Gent. of the other part; and the other of them is made between the ſaid R. R. of the one part, and the ſaid G. W. and I. H. of the other part: whereupon a Fine was afterwards in due form of Law acknowledged by the ſaid R.R. and A. his Wife, did aſſure and entail unto the ſaid R.R. and to the Heirs of his body lawfully begotten, with certain remainders over and amongſt other things, all thoſe Lands, Meadows, Paſtures, and Hereditaments, with their appurtenances in N. in the C. of, &c. containing by eſtimation, &c. and lately purchaſed by the ſaid R. R. of one, &c. and then in the tenure of, &c. or of his Aſſigns, and in and by the ſaid ſeveral Indentures, did likewiſe aſſure and entail unto the ſaid R. R. and to the Heirs of his body lawfully begotten, with certain remainders, over and amongſt other things, all that the Mannor of *Lingate*, with the Royalties, Rights, Members, and Appurtenances thereof whatſoever in N. and A. in the County of, &c. and all Lands, Tenements, and Hereditaments to the ſame Mannor then or late appertaining, or as part, parcel, or member thereof, then before had, known, or reputed, with the appurtenances in N. and A. aforeſaid, or either of them, containing by eſtimation, &c. then lately purchaſed by the ſaid R. R. as in and by the ſaid ſeveral Indentures or Deeds indented (amongſt other things therein contained more at large it doth and may appear) in which ſaid ſeveral Indentures, there is contained a Proviſo in theſe words following; that is to ſay, Provided always, That if the ſaid R. R. during his natural life, ſhall by his Deed or Deeds of revocation under his hand and ſeal teſtified by two Witneſſes, or more, revoke, annihilate, and make void, or declare that he doth revoke, annihilate, and make void all or any the

uſes and eſtates in and by theſe preſents limited or raiſed, of, or upon all or any of the ſaid Mannors, Meſſuages, Lands, Tenements, and Hereditaments whatſoever in the ſaid Fine to be contained, and in theſe preſents mentioned; that then from and after the enſealing of ſuch Deed or Deeds of revocation, ſuch of the ſaid uſes as ſhall be declared to be revoked, ſhall ceaſe, and be utterly void, fruſtrate, and of none effect; and that then the ſaid Fine of ſuch parcel or parcels to be revoked, ſhall be to the onely uſe of the ſaid R. R. and his Heirs for ever, any thing before in theſe preſents contained to the contrary thereof in any wiſe notwithſtanding; as in and by the ſaid Proviſo, in the ſaid ſeveral Indentures mentioned and contained, more plainly may appear. Now know ye, that the ſaid R. R. as well in conſideration that the uſes and eſtates of and in the ſaid Mannor, Lands, Tenements, and Hereditaments in the aforeſaid Indentures of entail ſpecified, may, touching the ſaid uſes and eſtates, remain and be revoked, and continue to the ſaid R. R. his Heirs and Aſſigns, to be diſpoſed of at his or their pleaſures, and alſo for divers other good and juſt cauſes and conſiderations him hereunto eſpecially moving, and by the virtue of the Proviſo contained in the ſaid ſeveral Indentures above-recited or mentioned, or otherwiſe, Hath revoked, annihilated, and made void, and by this preſent deed of Revocation, doth revoke, annihilate, and make void the ſeveral uſes and eſtates in and by the ſaid Indentures or either of them raiſed or limited of or upon all the ſaid Mannor of *Lingate*, with the Royalties, Rights, Members, and Appurtenances thereof whatſoever in N. and A. aforeſaid, or either of them, in the ſaid County of, &c. and of all the ſaid Lands, Tenements, and Hereditaments, to the ſaid Mannor of *Lingate* now or of late appertaining or belonging, or as part, parcel, or member thereof, heretofore had, known, or reputed, with the appurtenances in N. and A. aforeſaid, or either of them, containing by eſtimation, &c. late purchaſed by the ſaid R. R. of, &c. And further the ſaid R. R. for the conſideration aforeſaid, and by the virtue of the ſaid Proviſo contained in the ſeveral Indentures, and otherwiſe, hath revoked, annihilated, and made void, and by this preſent Deed of Revocation, doth revoke, annihilate, and make void the ſeveral uſes and eſtates in and by the ſaid Indentures, or either of them, raiſed and limited of or upon one Cloſe of Land and Paſture, called K. Cloſe, containing by eſtimation, &c. and of, or upon one other Cloſe of Land and Paſture, with the appurtenances,

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containing by eſtimation, &c. in N. aforeſaid; and of or upon two acres of arable Land, by eſtimation, &c. in N. aforeſaid, now in the occupation of, &c. or of his Aſſigns. In witneſs, &c.

A Grant of the Reverſion of certain Lands.

THis Indenture made, &c. between R. W. of, &c. of the one part, and C. D. of, &c. of the other part, witneſſeth, That the ſaid R. W. for and in conſideration of the ſum of, &c. hath granted, bargained, and ſold, and by theſe preſents doth fully, clearly, and abſolutely grant, bargain, and ſell unto the ſaid C. D. his Heirs and Aſſigns for ever, all that his Right, Title, Uſe, Intereſt, Reverſion, and Remainder of and in all and ſingular, &c. now, or late in the tenure or occupation of, &c. which ſaid Meſſuage, and other the premiſes, with the appurtenances, he the ſaid R. W. hath, ſhould, or ought to have by and after the deceaſe of A. W. Mother of the ſaid R. Which ſaid Meſſuage or Tenement, Barn, Orchard, &c. with the appurtenances, R. W. deceaſed, late Father of the ſaid R. W. party to theſe preſents, by his laſt Will and Teſtament deviſed, willed, and bequeathed unto the ſaid A. W. for and during the natural life of the ſaid A. W. and the immediate Reverſion or Remainder thereof to the ſaid R. W. and his Heirs for ever: Together with all the Deeds, Evidences, Charters, Eſcripts, Writings, and Minuments, which he the ſaid R. W. or any other to his uſe, or by his conſent or delivery, have or hath, touching or concerning the ſaid Meſſuage or Tenement, and other the premiſes, or any part or parcel thereof. All and ſingular which ſaid Deeds, Evidences, Charters, &c. the ſaid R. W. hath already delivered at and before the enſealing and delivery of theſe preſents. *To have and to hold* the ſaid Reverſion and Remainder, all the Eſtate, Right, Title, Intereſt, &c. of the ſaid R. of, in, and to the ſaid Meſſuage or Tenement, and other the premiſes, with the appurtenances, before by theſe preſents bargained and ſold, or meant, mentioned, or intended to be hereby granted, bargained, and ſold, and every part thereof, immediately from and after the deceaſe of the ſaid A. W. the Mother, unto the ſaid C. D. his Heirs and Aſſigns for ever, to the only proper uſe of the ſaid C. D. his Heirs and Aſſigns for ever. And the ſaid R. W. for himſelf, his Heirs, &c. That he the ſaid R. W. at the day of the date of theſe preſents, is lawfully and ſolely ſeized of and in the Reverſion and Remainder of the ſaid

Meſſuage

Meſſuage or Tenement, and of other the premiſes, with the appurtenances, immediately from and after the deceaſe of the ſaid A.W. of a true and perfect eſtate of inheritance in the Law, in Fee to his own uſe, without any manner of Condition, Mortgage, or Redemption. And further, that the ſaid reverſion or remainder of the ſaid Meſſuage or Tenement, and of other the premiſes, with the appurtenances, from, by, and after the deceaſe of the ſaid A.W. the Mother, and at the day of the date hereof, are and be, and ſo at all times from henceforth, ſhall be and continue free, clear, and clearly acquitted, exonerated, and diſcharged, and freely ſaved harmleſs by the ſaid R.W. his Heirs, Executors, and Adminiſtrators, of and from all and every former and other Bargains, Sales, Gifts, Grants, Leaſes, Statutes merchant, and of the Staple, Recognizances, Joyntures, Dowers, Wills, Entails, Intruſions, Rents-charge, Rents-ſeck, Arrearages of Rents, and of and from all other Charges, Titles, Troubles, Incumbrances, and Demands whatſoever, had, made, committed, ſuffered or done by, &c. In witneſs, &c.

An Aſſignement of a Recognizance, with very good Covenants therein aſſerted.

THis Indenture made the, &c. between T.P of, &c. Gent. on the one part, and C.D. and R.D. of, &c. on the other part, witneſſeth, That whereas W. P. of, &c. Son and Heir apparent, &c. by one Recognizance acknowledged in his Majeſties High Court of Chancery, bearing date, &c. hath acknowledged himſelf to owe and ſtand indebted unto the ſaid T. P. in the ſum of, &c. payable to the ſaid T. or to his certain Attorney, his Executors, or Adminiſtrators, in manner and form as by the ſaid Recognizance, together with a certain Condition there underwritten in the ſaid Court of Chancery inrolled, and remaining on Record, more at large it doth and may appear. Now the ſaid T. P. for divers conſiderations him thereunto moving, hath granted, bargain'd, aſſign'd, and ſet over, and by theſe preſents doth, &c. unto the ſaid C.D. & R.D. the ſaid Recognizance, and all and every ſum and ſums of money therein contained, and all the Profits, Benefits, Advantages, and Commodities which ſhall or may in any wiſe hereafter, grow, be had, made, gotten, ariſe, accrue, or come to the ſaid T. P. his Executors or Aſſigns, upon, or by reaſon of the ſaid Recognizance, or any thing therein contained. And alſo the ſaid T.P. doth by theſe preſents authorize and appoint, conſtitute, ordain, and make the ſaid C. and R. their

their Executors, Adminiſtrators, and Aſſigns, and every of them, his Attorney and Attorneys irrevocable, of and for the ſaid T. P. his Executors and Adminiſtrators, and in his and their name or names, to ſue and proſecute all and every ſuch lawful action, execution, and proceſs, actions, executions, and proceſſes, as ſhall or may be commenced, ſued, or tried, in, upon, or concerning the ſaid Recognizance, or any ſum or ſums of money, debts, duties, or demands whatſoever, in the ſame contained, comprized, or ſpecified, or by reaſon thereof to be had or obtained. And other Attorney or Attorneys, for or under them or any of them, or in their or any of their behalfs to ſubſtitute, make, & ordain, and the ſame diſallow, change, or remove when & as often as they the ſaid C. & R. their Executors, Adminiſtrators, or Aſſigns, or any of them, ſhall think good. And the ſame ſum and ſums of money, profits, commodities, and demands and every of them, or any other thing in ſatisfaction thereof to receive, have, take, & enjoy, to the onely proper uſe & behoof of the ſaid C. & R. their Executors & Aſſigns, or any of them; and therefore, or for the ſame to make any compoſition, agreement, or diſcharge whatſoever, which they the ſaid C. & R. their Executors, Adminiſtrators, and Aſſigns, or any of them, ſhall think good. And alſo the ſaid T. P. for himſelf, &c. That he the ſaid T. P. his Executors, Adminiſtrators, and Aſſigns, ſhall and will quietly permit and ſuffer the ſaid C. & R. their Executors, Adminiſtrators, and Aſſigns, and every of them, at their, or ſome of their own proper coſts and charges, to proſecute, ſue, implead, and attempt, at any time or times, and from time to time hereafter, All and every ſuch lawful and reaſonable action, execution, ſuit, proceſs, and demand whatſoever, in the name or names of the ſaid T. P. his Executors, Adminiſtrators, or Aſſigns, as he the ſaid T. P. his Executors, Adminiſtrators, or Aſſigns, or any of them may, might, ſhould, or ought to have done, upon or by force or means of the ſaid Recognizance, or touching or concerning any ſum or ſums of money, duty, or demand whatſoever concerning the ſame; or any thing therein contained, comprized or ſpecified, or any thing thereupon to be had or obtained. And that he the ſaid T. P. his Executors, Adminiſtrators, and Aſſigns, ſhall and will at every time and times hereafter, and from time to time, at and upon the reaſonable requeſt, and at the coſt and charges of the ſaid C. & R. or one of them, their or one of their Executors, Adminiſtrators, or Aſſignes, avow, juſtifie, & maintain all the ſaid actions, ſuits, proceſſes, and demands; and that neither he the ſaid T. P. nor his Executors, Adminiſtrators, or

Aſſigns,

Aſſigns, ſhall at any time hereafter revoke, diſcontinue, diſcharge, releaſe, or otherwiſe wittingly or willingly hinder or delay any ſuch action, execution, ſuit, proceſs, or demand whatſoever, as ſhall be ſo attempted, purſued, or had, as is aforeſaid, or any of them, without the conſent of the ſaid C.D. and R. D. or any of them, firſt had and obtained. And alſo that neither he the ſaid T. P. at any time heretofore hath received the ſum of, &c. nor hath releaſed, extinguiſhed, determined, or in any wiſe diſcharged the ſaid Recognizance, or hath at any time done or committed, or ſhall hereafter, without the ſpecial conſent of the ſaid C. and R. their Executors, Adminiſtrators, or Aſſigns, and ſome of them, firſt had and obtained in writing, willingly do or commit any act or thing, whereby, or by reaſon whereof, any ſuch action, execution, ſuit, proceſs, or demand whatſoever, as ſhall be ſo attempted, purſued, or had by the ſaid C. and R. their Executors, Adminiſtrators, or Aſſigns, or any of them, in the name or names of the ſaid T. P. his Heirs, Executors, or Adminiſtrators, upon, concerning, or by reaſon of the ſaid Recognizance, or any thing or demand thereof to be had, ſhall or may be diſcharged, releaſed, or barred. And alſo that they the ſaid C. D. and R. D. their Executors, Adminiſtrators, and Aſſigns, and every of them, ſhall or may at all times hereafter have, receive, and take to their own proper uſe and behoof, the whole execution, benefit, and commodity, and all and every ſum or ſums of money, and other thing or things whatſoever, as at any time hereafter ſhall fortune to be recovered, had, and obtained by reaſon of the ſaid Recognizance, or any ſuch action, ſuit, extent, and execution, as ſhall or may be commenced, had, purſued, or obtained, as is aforeſaid, without any let, charge, hindrance, or interruption of the ſaid T. P. his Executors, Adminiſtrators, or Aſſigns, or any other perſon or perſons whatſoever, by his or their aſſent, conſent, title, means, or procurement, and without any account therefore to them, or any of them to be yielded or made. And alſo the ſaid T. P. his Executors, Adminiſtrators, and Aſſigns, and every of them, at all time and times hereafter, upon or within convenient time, after every reaſonable requeſt and warning to him or them to be made or given, and at the Coſt and Charges of the ſaid C. D. and R. D. their Executors, Adminiſtrators, or Aſſigns, or ſome of them, ſhall do, knowledge, and ſuffer, or cauſe to be done, &c. all and every ſuch lawful Warrant and Warrants of Attorney, and other lawful and reaſonable act and acts, thing and things, device and devices, as by the ſaid C. and R. or one of them, their

their Executors, Adminiſtrators, or Aſſigns, or ſome of them, their or ſome of their Counſel learned in the Law, ſhall be reaſonably deviſed or required, either for the clear acquitting, cancelling, or diſcharging of the ſaid Recognizance, or for the better obtaining, having, holding, or aſſuring (to them the ſaid C. and R. their Executors and Adminiſtrators, or to ſuch perſon or perſons as they, or the ſurvivor of them, or the Executors, or Adminiſtrators, or the ſurvivor of them, ſhall name or appoint) the ſaid Recognizances, or any ſum or ſums of money therein mentioned, and of all, every, or any ſum or ſums of money, Goods, Chattels, Lands, Tenements, Hereditaments, and other thing and things whatſoever, which he the ſaid T. P. his Heirs, Executors, Adminiſtrators, or Aſſigns, now are, or any of them is, or any time hereafter ſhall be entituled unto, by force, or concerning the ſaid Recognizance, or any Execution, matter, or thing thereupon to be had, ſued, or made at the election or choice of the ſaid C.D. and R.D. their Executors, Adminiſtrators, or Aſſigns, or any of them, and ſhall not releaſe or diſcharge the ſaid Recognizance, or any Execution, matter, or thing thereupon to be had, or any part thereof. In witneſs, &c.

A general Releaſe.

KNow all men by theſe preſents, That I A. G. of, &c. Gent. have remiſed, releaſed, and for ever quit-claimed, and by theſe preſents do for me, my Executors, and Adminiſtrators, and every of us, clearly and abſolutely remiſe, releaſe, and for ever quit-claim unto G. H. &c. his Executors and Aſſigns, all and all manner of Actions, Suits, Quarrels, Debts, Duties, Bonds, Bills, Writings Obligatory, Reckonings, Accounts, and Demands whatſoever, which againſt the ſaid G. H. ever I have had, may have, or which I, my Executors or Adminiſtrators, or any of us at any time hereafter ſhall or may have, for or by reaſon or means of any matter, cauſe, or thing whatſoever, from the beginning of the world, until the day of the date of theſe preſents. Witneſs my hand and ſeal, &c.

A Releaſe from one that hath loſt the Counterpart of his Leaſe.

TO all Chriſtian people to whom this preſent Writing ſhall come, H.E. of, &c. ſendeth greeting. Whereas I.T. of, &c. in and by one Indenture of Leaſe, bearing date the, &c. for the con-

conſideration therein expreſſed, did demiſe, grant, betake, and to Farm let, unto me the ſaid H. B. my Executors, Adminiſtrators, and Aſſigns, *(reciting the Grant.)* In which ſaid Indenture of Leaſe there are divers Covenants, Grants, Articles, and Agreements, on the part and behalf of the ſaid T. S. his Executors, Adminiſtrators, and Aſſigns, to be obſerved, performed, and kept, as by the ſame Indenture of Leaſe, among divers other thing and things therein contained, more at large appeareth. Now know ye, That I the ſaid H. B. for divers good cauſes, and, &c. have by theſe preſents remiſed, releaſed, and always of and for me, my Executors and Adminiſtrators, for evermore quit-claimed unto the ſaid T. S. his Executors, Adminiſtrators and Aſſigns, all and ſingular the Covenants, Grants, Articles, Proviſoes, Conditions, Clauſes, Sentences, and Agreements whatſoever, in the ſaid Indenture of leaſe mentioned or contained, which on the part and behalf of the ſaid T. S. his Executors, Adminiſtrators, or Aſſigns, are or ought to be obſerved, performed, and kept, and alſo of and from all and all manner of actions, ſuits, quarrels, benefits, commodities, and advantages, that ſhall or may happen to ariſe or grow, by reaſon or means of them, or by the breach or not performing of all and every the ſaid Covenants, Grants, Articles, Clauſes, and Agreements, or any of them; and alſo I the ſaid H. B. have remiſed, releaſed, ſurrendred, aſſigned, and ſet over, and by theſe preſents do remiſe, releaſe, ſurrender, aſſign, and ſet over, from me, my Executors, Adminiſtrators, and Aſſigns, unto the ſaid T. S. his Executors, Adminiſtrators, and Aſſigns, all the Eſtate, Right, Title, Intereſt, Term of years, Property, Claim and Demand whatſoever, which I the ſaid H. B. now have, or that I, my Executors, Adminiſtrators, or Aſſigns, or any of us ought to have, or claim of, in and to all and ſingular the premiſes, to me the ſaid I. B. in and by the ſaid Indenture of Leaſe demiſed as aforeſaid, and of, in, and to every or any part or parcel thereof. In witneſs, &c.

A Releaſe of Fines and forfeitures due to the King, and to the Informer, upon the Statute of Recuſancy.

TO all people to whom this preſent Writing ſhall come, I A.S. of, &c. ſend greeting. Whereas I the ſaid A.S. in or about the firſt day of, &c. did exhibit and prefer into the Kings Majeſties Court of *Common-pleas* at *Weſtminſter*, one Bill of Information, touching, and upon the Statute of Recuſancy, againſt

F. M. of, &c. for the ſuppoſed Chriſtening of a Child of the ſaid F. contrary to the ſaid Statute and Laws of this Realm, as by the ſame Information depending and remaining in the ſame Court of *Common-pleas*, more at large appeareth. Now know ye, that I the ſaid A.S. for and in conſideration of a certain ſum of lawful, &c. to me in hand paid by the ſaid F. M. before the enſealing and delivery of theſe preſents, have remiſed, releaſed, and quit-claimed, and by virtue of one Indenture to me made and granted, from the Right Honourable *R.* Lord *Ewre*, and *F.* Lord *Morley*, for the proſecution, ending, and compounding for, of all matters concerning the ſaid Statute, do remiſe, releaſe, and for ever quit-claim unto the ſaid F. M. his Executors and Adminiſtrators, all and all manner of actions, and cauſes of actions, ſuits, and troubles, now, or at any time heretofore, by my means or procurement proſecuted, and depending in his Majeſties ſaid Court of *Common-pleas*, or elſewhere, againſt the ſaid F. M. touching the Statute before mentioned, and all Fines, Forfeitures, Penalties, ſum and ſums of money, and demands due and payable, or which of right ought to be due and payable either to our Soveraign Lord the Kings Majeſty that now is, his Heirs or Succeſſours, by reaſon or means of the breach, or non-performance of the ſaid Statute, or to me the ſaid A.S. my Executors or Adminiſtrators, by virtue of the Indenture aforeſaid, or of any Information in that behalf exhibited, or otherwiſe howſoever. And I the ſaid A. S. for me, my Executors, and Adminiſtrators, by theſe preſents do covenant and grant to and with the ſaid F. M. his Executors and Adminiſtrators, That I the ſaid A.S. my Executors and Adminiſtrators, and every of us, ſhall and will at all times hereafter for ever, well and ſufficiently maintain, uphold, make good, and defend this preſent Releaſe to the ſaid F. M. his Executors and Aſſigns, and every of them, againſt all perſons that ſhall or may at any time hereafter deny, oppoſe, or contradict the ſame, and alſo ſave harmleſs the ſaid F. M. his Executors and Adminiſtrators, and every of them, from all actions, ſuits, charges, and troubles, that may or ſhall ariſe, be proſecuted, or brought againſt the ſaid party, by any other perſon or perſons whatſoever, concerning the premiſes. In witneſs, &c.

A

A Reſignation or Releaſe from one uſed in truſt, of all the benefit he might claim by virtue of any Covenant in the Indenture.

TO all Chriſtian people to whom this preſent Writing ſhall come, I J.B. of, &c. ſend greeting. Whereas by one Indenture bearing date the, &c. made between R. O. of, &c. on the one party, and the ſaid J. B. and J. H. of, &c. on the other party, he the ſaid R. O. for himſelf, his Heirs, Executors, and Adminiſtrators, and every of them, did covenant and grant to and with the ſaid J. B. and the ſaid J. H. our Executors and Aſſigns, That he the ſaid R. O. ſhould and would within the ſpace of, &c. next enſuing the date of the ſame Indenture, convey and aſſure, or cauſe to be conveyed or aſſured to the ſaid R. O. and E. H. daughter to R. R. of, &c. with whom the ſaid R. O. was then to be eſpouſed, and to the Heirs of their bodies lawfully begotten, Lands, Tenements, and Hereditaments, of the full and clear yearly value of 1000 *l.* at the leaſt, as by the ſaid Indenture and Covenants therein contained, amongſt divers other things, more at large appeareth. And for the performance thereof, according to the ſaid Covenants, the ſaid R. O. by his Obligation dated, &c. became bound with ſureties to us the ſaid J. B. and J. H. in the ſum of, &c. as by the ſame Bond may alſo appear; in which ſaid Indenture and Bond the name of me the ſaid J. B. was onely uſed in truſt, for the benefit and behoof of the ſaid E. H. Now therefore know ye, that I the ſaid J. B. in diſcharge of the truſt in me repoſed, and at the requeſt of the ſaid E. H. have remiſed, releaſed, ſurrendred, reſigned, and ſet over, and by theſe preſents, for me, my Executors and Adminiſtrators, do freely and abſolutely remiſe, releaſe, ſurrender, reſign, and ſet over unto the ſaid E. H. her Executors and Aſſigns, all the Eſtate, Right, Title, Intereſt, Uſe, Truſt, Benefit, Priviledge, and Demand whatſoever, which I the ſaid J. B. have, or may have, or claim of, in, or to any ſum of money, or other matter or thing whatſoever, in the ſaid Indenture, Covenant, and Bond contained, mentioned, and expreſſed, or in any of them: So as neither I the ſaid I. B. my Executors, or Adminiſtrators, or any of us, at any time hereafter, ſhall or will ask, claim, challenge, or demand any intereſt, uſe, benefit, truſt, priviledge, or other thing, in any manner whatſoever, by reaſon or means of the ſaid Indenture, or any Covenant therein ſpecified, or in, or to the ſaid Bond, or any ſum of money therein mentioned,

but

due thereof and therefrom, and from all actions, ſuits, and demands which I, my Executors, or Aſſigns, may have concerning the ſame, ſhall be utterly ſecluded, and for ever debarred by theſe preſents. In witneſs, &c.

An Indenture for juſtifying of Actions upon ſetting over of a Statute.

THis Indenture made the, &c. between R. W. of, &c. on the one part, and T. C. of, &c. on the other part, witneſſeth, That whereas I. H. of, &c. in and by one Statute of Staple now appertaining to the ſaid R. W. as Executor of the laſt Will and Teſtament of the ſaid, &c. Now the ſaid R. W. for divers good conſiderations him eſpecially moving, hath given, granted, aſſigned, and ſet over unto the ſaid T. C. his Executors, Adminiſtrators, and Aſſigns, as well the ſaid Statute Staple aforeſaid, as alſo all the debts of, &c. in the ſaid Statute mentioned or contained, to the onely proper uſe and behoof of the ſaid T. C. his Executors, Adminiſtrators, and Aſſigns for ever. And further, the ſaid R. W. covenanteth, &c. that he the ſaid R. W. his Heirs and Executors, and the Adminiſtrators that hereafter ſhall happen to be of the Goods, Chattels and Credits of him the ſaid R. W. and every of them, at all times, and from time to time hereafter (upon requeſt) ſhall maintain, juſtifie, and allow all and every ſuch Action, Actions, Suits, Bills, Plaints, Executions, and Demands whatſoever, as the ſaid T. C. his Executors or Adminiſtrators, ſhall commence, purſue, or make in the name or names of the ſaid R. W. his Executors or Adminiſtrators, that hereafter ſhall be of the Goods, Chattels, Credits, and Debts of the ſaid R. W. or in the name or names of any of them; and that it ſhall be lawful to and for the ſaid T. C. his Executors, Adminiſtrators, and Aſſigns, and every of them, to take, receive, have, and enjoy for ever, to the onely uſe of the ſaid T. C. his Executors, Adminiſtrators, and Aſſigns, all and every ſuch ſum and ſums of money, coſts and damages, ſatisfactions, commodities, profits, and advantages whatſoever, which ſhall be gotten, recovered, obtained, or had by reaſon of any of the Actions, Writs, Bills, Plaints, Executions, and Demands aforeſaid; or by reaſon or means of any of them, without any impediment, denial, or contradiction of the ſaid R. W. his Heirs, Executors, Adminiſtrators, or Aſſigns, that hereafter ſhall be of the

be of the Goods, Chattels, or Credits of the ſaid R. W. or any of them. In witneſs, &c.

An Indenture between the Scavenger and the Raker for cleanſing the Streets.

THis Indenture made the, &c. between R. C. S. P. and T. R. Citizens of *London*, Scavengers of and for the Pariſh of, &c. on the one part, and E. D. &c. on the other party, witneſſeth, That the ſaid E. D. in conſideration of the ſum of, &c. to him to be paid in ſuch form as hereafter in theſe preſents is expreſſed, covenanted, promiſed, and granted, for himſelf, &c. in manner and form following, (that is to ſay) That he the ſaid E. D. his Executors, Adminiſtrators, or Aſſigns, ſhall and will (at his and their own proper coſts and charges) cleanſe and make clean, or cauſe to be cleanſed and made clean in the ſaid Pariſh of, &c. all the Streets, Lanes, Alleys, and other places whatſoever, within the ſaid Pariſh of, &c. as the ſame hath been heretofore uſed and accuſtomed to be cleanſed and made clean by any Carter or Raker in that behalf appointed, from the *Monday* next after the Feaſt of the *Epiphany* of our Lord God, commonly called *Twelfth-day*, next enſuing the date hereof, until the *Monday* next after the *Epiphany* of our Lord God, which ſhall be in the year of, &c. three times in every week weekly, during the ſaid term, to wit, on every *Tueſday*, *Thurſday*, and *Saturday*: And alſo at all other ſuch times and days as the Lord Mayor of the ſaid City of *London* for the time being, the Aldermen of the Wards, His Majeſties Privy Council, or the Common Council of the ſaid City of *London*, or any of them, ſhall appoint or command the ſame; and from thence ſhall carry away and convey all ſuch Channel-dirt, filth, ſea-coal-aſhes, ſweepings of houſes and ſtreets, lanes, alleys, and other places, of and within the ſaid Pariſh of, &c. unto ſome convenient Layſtall for the ſame to be provided by the ſaid E. D. his Executors, Adminiſtrators, or Aſſigns, at his or their proper coſts and charges. (All Rubbiſh and Ruſhes as ſhall happen to be laid out of the Pariſh-Church, &c. during the ſaid term onely excepted.) And further, that he the ſaid E. D. his Executors, Adminiſtrators, or Aſſigns, ſhall and will from time to time, and at all times during the ſaid term, clearly acquit, exonerate, and diſcharge, and ſave and keep harmleſs the ſaid, &c. and every of them reſpectively, and their Succeſſors in the ſaid Office of Scavenger, during the ſaid term of, &c. of and from all and all

manner

manner of Coſts and Charges, Impriſonments, Expences, and Damages whatſoever, by them or any of them to be had or ſuſtained, or otherwiſe put unto, during the ſaid term, for or by reaſon of any negligence or default of the ſaid E.D. his, &c. in the premiſes, or any part thereof. And they the ſaid, &c. do covenant for payment of the money at days agreed on, &c. In witneſs, &c.

A Condition to pay a ſum of money at two ſeveral payments.

THE Condition of this Obligation is ſuch, That if the above-bounden J.C. his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, do well and truly pay or cauſe to be paid unto the above-named R.M. his Executors, Adminiſtrators, or Aſſigns, at or in the now dwelling-houſe of the ſaid R.M. ſcituate, &c. the full ſum of 8*l.* & 12*s.* of lawful, &c. in manner and form following, (that is to ſay) On the laſt day of *May* next enſuing, 4*l.* thereof, and on the, &c. next, &c. the other 4*l.* 12*s.* thereof, being the full remainder of the ſaid ſum, &c. without fraud or coven; that then this preſent Obligation to be void, and of none effect: But if default ſhall happen to be made in either of the payments aforeſaid, contrary to the true intent and meaning of theſe preſents; that then, &c.

A Letter of Attorney to receive a Debt onely.

KNow all men by theſe preſents, That I E. C. of, &c. Gent. have aſſigned, ordained, and made, and in my ſtead and place by theſe preſents, put and conſtituted my truſty and well-beloved friend F.L. of, &c. to be my true and lawful Attorney, for me and in my name, and to my uſe, to ask, ſue for, levy, require, recover, and receive of I. W. of, &c. Eſquire, all and every ſuch debts and ſums of money, which are now due unto me, by any manner of ways or means whatſoever: Giving and granting unto my ſaid Attorney, my whole power, ſtrength, and authority in and about the premiſes; and upon the receipt of any ſuch debts or ſums of money aforeſaid, acquittances or other diſcharges, for me, and in my name, to make, ſeal, and deliver, and all and every ſuch act and acts, thing and things, device and devices whatſoever in the Law, for the recovery of all or any ſuch debts or ſums of money, as aforeſaid, for me, and in my name, to do, execute, and perform, as fully, largely, and amply in every reſpect,

to all intents, conſtructions, and purpoſes, as I my ſelf might or could do, if I were there in mine own perſon preſent; ratifying, allowing, and holding firm and ſtable all and whatſoever my ſaid Attorney ſhall lawfully do, or cauſe to be done in or about the execution of the premiſes, by virtue of theſe preſents. In witneſs, &c.

A Letter of Attorney general to receive Debts and Rents.

KNow all men by theſe preſents, That I A. W. of, &c. Eſq; have aſſigned, ordained, and made, and in my ſtead and place, have put and conſtituted my truſty and well beloved friend H. H. of H. &c. to be my true and lawful Attorney, for me, in my name, and to my uſe, to ask, ſue for, levy, require, recover, and receive of all and every perſon and perſons whatſoever, all and every ſuch debts, rents, and ſums of money as are now due unto me, or which at any day or days, time or times hereafter, ſhall be due, owing, belonging, or appertaining unto me by any manner of ways or means whatſoever: Giving and granting unto my ſaid Attorney, by the tenour of theſe preſents, my full and whole power, ſtrength and authority, in and about the premiſes; and upon the receipt of any ſuch debts, rents, and ſums of money aforeſaid, acquittances, or other diſcharges for me, and in my name to make, ſeal, and deliver, and all and every other act and acts, thing and things, device and devices in the Law whatſoever, needful and neceſſary to be done, in or about the premiſes, for the recovery of any ſuch debts, rents, and ſums of money as aforeſaid, for me, and in my name to do, execute, and perform as fully, largely, and amply in every reſpect, to all intents, conſtructions, and purpoſes, as I my ſelf might or could do, if I were perſonally preſent; ratifying, allowing, and holding firm and ſtable all and whatſoever my ſaid Attorney ſhall lawfully do, or cauſe to be done in or about the execution of the ſame, by virtue of theſe preſents. In witneſs, &c.

A Condition to make an Apprentice free of London, *at the end of his Apprentiſhip.*

THE Condition, &c. That whereas J. H. the ſon of, &c. is to be the Apprentice of the above-bound T. R. for the term of ſeven years, as by the Indenture in that behalf to be made ſhall appear. If therefore the ſaid T. R. his Executors, Adminiſtrators,

or

ſtrators, or Aſſigns, at the end of the ſaid term of ſeven years, (if the ſaid J. H. ſhall be his Apprentice, and ſhall dwell with, and ſerve him as an Apprentice) do, or ſhall make, or cauſe to be made the ſaid J. H. a freeman of the City of *London*, and of the Company of Cordwayners of the ſaid City, at the proper coſts and charges of the ſaid T. R. That then, &c.

A ſhort Letter of Attorney to receive money due upon a Bond.

KNow all men by theſe preſents, That I T.A. of, &c. have aſſigned, ordained, and made, and in my ſtead and place by theſe preſents, put and conſtitute my truſty and well-beloved Friend I. B. of, &c. my true and lawful Attorney, for me, in my ſtead and name, and to my uſe and behoof, to ask, recover, and receive of W.S. of, &c. G.T. of, &c. and I.M. of, &c. the ſum of, &c. due unto me for the non-payment of the ſum of, &c. of like money, on the 20th of, &c. laſt paſt, before the date of theſe preſents; as by one Obligation with Condition there under-written, bearing date, &c. in the year of, &c. more plainly appeareth: Giving, and by theſe preſents granting unto my ſaid Attorney, my full power and lawful authority in the premiſes, to do, ſay, perform, conclude, and finiſh, for me, and in my name as aforeſaid, all and every ſuch act and acts, thing and things, device and devices in the Law whatſoever, for the recovery of all the Debts aforeſaid, as fully, largely, and amply in every reſpect, as I my ſelf might or could do, if I were perſonally preſent; and upon the receipt thereof, Acquittances or other Diſcharges for me, and in my name, to make, ſeal, and deliver: ratifying, allowing, and holding firm and ſtable, all and whatſoever my ſaid Attorney ſhall lawfully do or cauſe to be done in or about the execution of the premiſes, by virtue of theſe preſents. In witneſs whereof, &c.

A Form of an Award.

TO all Chriſtian people to whom this preſent Writing ſhall come, T.M. of, &c. ſendeth greeting, &c. Whereas divers Controverſies and Debates heretofore have been had, moved, and yet are depending between H. D. of, &c. of the one party, and O.L. &c. of the other party; for the appeaſing and determining whereof, the ſaid parties have ſubmitted themſelves, and are become bound each of them to the other, by their ſeveral Obligations, dated, &c. in the ſum of, &c. with Conditions

upon the ſame Obligations endorſed for the performance of all and every the Award, Arbitrement, Determination, and Judgment of me the ſaid T. M. Umpire indifferently elected and choſen, as well on the part and behalf of the ſaid H. D. as on the part, &c. To Award, Arbitrate, Determine, and Judge of and concerning all and all manner of Actions, Suits, Judgements, Executions, Accounts, Reckonings, Treſpaſſes, Strifes, Variance, Quarrels, Controverſies, and Demands whatſoever, had, made, moved, ſtirred, or depending between the ſaid H. D. of the one part, and the ſaid O. L. on the other part, from the beginning of the world, until the day of the date of theſe preſents. So always as the ſaid Award, &c. of me the ſaid Umpire, for and concerning the premiſes, be made and put into writing, indented under my hand and ſeal, on or before the, &c. as by the ſaid ſeveral Obligations, and their ſeveral Conditions, more plainly appeareth. Now know ye, that I the ſaid T. M. Umpire as aforeſaid, taking upon me the charge of the ſaid Award and Arbitrement, and having heard and viewed the Sayings and Allegations of either of the ſaid parties concerning the premiſes, and minding to ſet an unity and friendſhip concerning the ſame; do thereupon make and put in writing this Award, Arbitrement, Determination, and Judgment, between the ſaid parties, for and concerning the premiſes, in manner and form following: that is to ſay, Firſt, I do award, arbitrate, determine, and judge by theſe preſents, That the ſaid H. D. his Executors, Adminiſtrators, or Aſſigns, ſhall well and truly pay, &c. And I the ſame Umpire do alſo award, &c. That he the ſaid H. D. ſhall on the, &c. at the Shop of, &c. ſeal, and as his abſolute Deed, deliver to the ſaid O. L. or to his uſe, a Releaſe, Acquittance, and Diſcharge of and for all and all manner of Actions, Suits, Judgments, &c. from the beginning of the world, &c. In witneſs, &c.

A Leaſe made in conſideration of the ſurrender of a former Leaſe, for a longer time, with good Covenants.

THis Indenture made the, &c. between J. B. of, &c. C. D. of, &c. and J. D. of, &c. on the one part, and T. W. of, &c. on the other part, witneſſeth, That the ſaid J. B. C. D. and J. D. as well for and in conſideration of the ſurrender of one former Leaſe, dated the, &c. made from the ſaid J. B. C. D. and

J. D.

J. D. to H. W. Brother to the ſaid T. W. as alſo in conſideration of the ſum of, &c. to the ſaid J. B. in hand paid, before the enſealing and delivery of theſe preſents, by the ſaid T. W. the receipt whereof the ſaid J. B. doth hereby acknowledge, and thereof, and of every part thereof, doth acquit and diſcharge the ſaid T. W. his Executors, Adminiſtrators, and Aſſigns, by theſe preſents, Have demiſed, granted, and to farm letten, and by theſe preſents do demiſe, grant, and to farm let, unto the ſaid T. W. all thoſe two Meſſuages or Tenements, with the appurtenances, and three-yard-Land to the ſame belonging, ſcituate, lying, and being in the Pariſh of, &c. late in the ſeveral Tenures of the ſaid H. W. deceaſed, and of A. P. Widow, and now in the occupation of the ſaid T. W. and the aforeſaid A. P. together with the lops, tops, and ſhreds of all the Hedge-rows and Hedges growing in and upon eleven rod of Land in a Field called *Arzons Field*, and a furlong called *B. Furlong*; and alſo the lop and top of one Hedge growing in and upon a Cloſe called *K. Cloſe*, from the Gate by the Lane-ſide; and together likewiſe with Common of Paſture for twelve Kine, and one hundred and twenty Sheep in the Commons and Fields of D. aforeſaid, and all other Fields, Paſtures, Lands, Meadows, Feedings, and Grounds whatſoever, with the appurtenances of them the ſaid J. B. C. D. and J. D. which late were in the occupation of them the ſaid H. W. and A. P. or either of them, in D. aforeſaid; and together alſo with all Houſes, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Back-ſides, Courts, Ways, Eaſements, Profits, Commodities, and Advantages whatſoever, to the ſaid two Meſſuages, and other the premiſes belonging or appertaining. (Except and always reſerved out of this Demiſe and Grant, the bodies of all Trees of Oak, Aſh, and Elm, now growing or being, or which hereafter ſhall grow and be in and upon the premiſes, or in and upon any part or parcel thereof; and alſo except one Barn called *The Great Barn*, and the Yard wherein the ſame ſtandeth, which late were in the poſſeſſion or occupation of the ſaid G. B.) *To Have and to Hold* the ſaid two Meſſuages, Tenements, three-yard-Land, Houſes, Buildings, Barns, Stables, Orchards, Gardens, and all other the premiſes, with the appurtenances before by theſe preſents demiſed, and every part and parcel thereof, (except before excepted) unto the ſaid T. W. his Executors, Adminiſtrators, and Aſſigns, from the Feaſt-day of, &c. before the date of, &c. until the full end and term of, &c. from thence next enſuing, *Habend.*

and fully to be compleat and ended, (if T. W. and A. W. party to theſe preſents, G. W. ſon of T. W. or any of them, ſhall ſo long live.) Yielding and paying therefore yearly during the ſaid term, unto the ſaid I. B. his Heirs and Aſſigns, the ſum of, &c. at two uſual Feaſts or Terms in the year; that is to ſay, at the Feaſt of, &c. and the Feaſt of, &c. by even and equal portions: and if it ſhall happen the ſaid yearly Rent of, &c. to be behind and unpaid, in part or in all, after either of the ſaid Feaſts, in any year during the ſaid Term, in which the ſame ought to be paid by the ſpace of 28 days, being lawfully demanded, and no ſufficient diſtreſs to be had or found in or upon the demiſed premiſes: That then, and at all times afterwards, it ſhall and may be lawful to and for the ſaid I. B. his Heirs and Aſſigns, and every of them, into all and ſingular the ſaid demiſed premiſes, and every part and parcel thereof, wholly to re-enter, and the ſame to have again, and enjoy, as in his or their former eſtate; and the ſaid T. W. his Executors and Aſſigns, from thence utterly to expel and put out (this Indenture or any thing before ſpecified to the contrary notwithſtanding.) And the ſaid T. W. party to theſe preſents, his Executors, Adminiſtrators and Aſſigns, ſhall and will from time to time, and at all times hereafter, during the continuance of this preſent Leaſe, at his and their proper coſts and charges, well and ſufficiently repair, uphold, ſuſtain, maintain, and keep the ſaid Meſſuages, or Tenements, and all the demiſed premiſes, in good and ſufficient Reparations; and the ſame ſo being well and ſufficiently repaired, upholden, and kept, in the end of the ſaid term, or other ſooner determination of this Leaſe, ſhall leave and yield up unto the ſaid I. B his Heirs or Aſſigns, the ſaid T. W. from time to time having and taken (by the aſſignment and appointment of the ſaid I. B. his Heirs or Aſſigns) ſufficient Timber upon the ſaid demiſed premiſes for Reparations of the ſame, if any ſuch Timber be there to be had; otherwiſe the ſaid Timber to be found, and Reparations done as aforeſaid, at the proper Proviſion, Coſts, and Charges of the ſaid T. W. party to theſe preſents, his Executors and Aſſigns: and that neither the ſaid T. W. his Executors, or Aſſigns, or his or their Under-Tenants, ſhall commit any waſte, or ſtrip any Trees, Hedges, Quick-ſets, Mounds, or Fences upon the premiſes. And the ſaid I. B. for himſelf, &c. doth covenant and grant

Reddend.

To re-enter for non-payment of the Rent.

grant to and with the ſaid T. W. &c. That the ſaid two Meſſuages or Tenements, Three-yard-land, and all other the afore-demiſed premiſes, with the appurtenances, and evey part and parcel thereof, now are and be, and ſo from henceforth, during the continuance of this preſent Leaſe, ſhall be, and continue clearly acquitted, exonerated, and diſcharged of and from all and all manner of former Bargains, Sales, Gifts, Grants, Joyntures, Leaſes, Annuities, Rents, Arrearages of Rents, Statutes Merchant, and of the Staple, Recognizances, Judgments, Executions, Wills, Intails, Legacies, Titles, Troubles, and Incumbrances whatſoever, had, made, committed, ſuffered, or done, or to be had, made, &c. by the ſaid I. B. or by the ſaid G. B. deceaſed his Father, I. B his Grandfather, and R. B. his Uncle, or by any of them, or by any of their Heirs, &c. or by any other perſon or perſons, or by, or through their or any of their means, act, title, conſent, or procurement (one Leaſe heretofore made by the ſaid G. B. of one Meſſuage or Tenement, and other thing, parcel of the premiſes before by theſe preſents demiſed unto the ſaid A. P. for and during the natural life of the ſaid A. whereupon the yearly rent of, &c. is reſerved, and ſhall be from henceforth, during the continuance of the ſame Leaſe, due and payable unto the ſaid T. W. party to theſe preſents, his Executors, Adminiſtrators, and Aſſigns, onely excepted and foreprized.) And further, the ſaid I. B. for himſelf, his Heirs, Executors, and Adminiſtrators, doth covenant, &c. That if at any time hereafter during the ſpace of ten years next enſuing the date of theſe preſents, the ſaid T. W. or his Aſſigns, ſhall be minded to exchange, and put in one other life in the ſtead and place of any of them the ſaid T. W. the ſon of G. and A. W. the party put out being then living, That then within three weeks next after requeſt in that behalf made, and payment of, &c. to the ſaid I. B. in the conſideration thereof, he the ſaid I. B. his Heirs or Aſſigns, ſhall and will at the coſts and charges of the ſaid T. W. party to theſe preſents, his Executors or Aſſigns, make, ſeal, and deliver in due form of Law, unto the ſaid T. W. party to theſe preſents, his Executors and Aſſigns, one other good and ſufficient Leaſe for the reſidue of the ſaid term which ſhall be then to come (if any two of the perſons before-named) and ſuch other perſons as ſhall

That the premiſes are diſcharged of incumbrances.

To exchange a Leaſe within ten years.

ſhall be then nominated and put in, ſhall ſo long live, and under the like Rents, Covenants, and Conditions, as in theſe preſents is expreſſed, *(Mutatis Mutandis.)* And further, that the ſaid T.W. party to theſe preſents, his Executors, Adminiſtrators, and Aſſigns, and every of them, under the Rents and Covenants herein before-mentioned, ſhall and may peaceably and quietly have, hold, poſſeſs, and enjoy the ſaid two Meſſuages or Tenements, three-yard-Land, and all other the before-demiſed premiſes, with the appurtenances, and every part thereof, during the whole term hereby granted, if the ſaid T. W. the ſon of G. W. and A. W. or ſuch other perſons as ſhall be hereafter named, with two of them in the ſtead and place of any of them ſo dying, or exchanging, ſhall ſo long live, without the lawful let, trouble, eviction, or contradiction of the ſaid I. B. his Heirs or Aſſigns, or of the Heirs, Executors, or Aſſigns of the ſaid G. B. deceaſed, or of any other perſon or perſons whatſoever, (except onely the ſaid A.B for her Leaſe before-mentioned.) And the ſaid C.D. and I.D. for themſelves and either of them ſeverally and reſpectively, and not the one for the other, nor the others act, and for their ſeveral Executors, Adminiſtrators, and Aſſigns, do covenant, promiſe, and grant to and with the ſaid T.W. party to theſe preſents, his, &c. That he the ſaid T. W. his Executors, Adminiſtrators, and Aſſigns, and every of them, ſhall and may according to the tenour and true meaning of theſe preſents, peaceably and quietly have, hold, and enjoy all the ſaid demiſed premiſes, with the appurtenances, and every part thereof, free and clear, and freely acquitted and diſcharged of and from all and all manner of former bargains, ſales, gifts, grants, leaſes, joyntures, Dowers, uſes, wills, intails, ſtatutes, recognizances, judgments, extents, and executions, and of and from all other eſtates, titles, troubles, and incumbrances whatſoever, had, made, committed, ſuffered, or done by them the ſaid C. D. and I. D. or either of them, or by any other perſon or perſons, by their, or either of their means, act, title, or procurement. And laſtly, the ſaid I. B. for himſelf, &c. That he the ſaid I. B. his Heirs, and Aſſigns, and every of them, ſhall and will at all times hereafter, and from time to time, upon requeſt made, at the coſt and charges in the Law of the ſaid T. W. party to theſe preſents, his Executors or Aſſigns, or ſome of them, make, do, and execute, or cauſe to be made, done, and executed, all and every ſuch further and other reaſonable act and acts, thing

For further aſſurance.

thing and things whatsoever, for the further and more better assurance, surety, sure making, and conveying of the said demised premises, with the appurtenances, and every part thereof, unto the said T. W. party to these presents, his Executors and Assigns, during the time aforesaid, and in such manner and form, and upon such Rents, Covenants, and Conditions, as is before herein mentioned, according to the effect and true meaning of these presents, as by the said T.W. his Executors or Assigns, or by his or their Counsel learned in the Law, shall be reasonably devised or advised and required. In witness, &c.

A Grant of an Extent penned by Mr. Thomas Bromley, *then Sollicitor.*

THis Indenture made, &c. between B. D. of, &c. and W. D. of, &c. on the one party, and T.B. G.B. and T.O. of, &c. on the other party, witnesseth, That whereas the Right Honourable E. Lord S. by the name of E.S. Esq; by one Recognizance bearing date, &c. taken, acknowledged, and sealed before Sir R. D. Knight, Lord Chief Justice of *England*, according to the form of the Statute for the Recovery of Debts in that case provided, standeth bound to the said I. D. in the sum of, &c. payable, &c. as by the same Recognizance, &c. And whereas also the said I. D. hath extended, and to him is delivered in Execution the Mannor of N. with the appurtenances, in the County of, &c. at the yearly rent of, &c. for non-payment of the said sum of, &c. Now the said I D. for divers good causes and good considerations him hereunto especially moving, hath granted, assigned, and set over, and by these presents doth grant, assign, and set over unto the said W.D. T.B. G.B. and T.O. all the estate, right, title, interest, and demand whatsoever, which he the said I. hath by reason of the said extent, of, in, and to the said Mannor of N. with the appurtenances, and of, in, and to every part and parcel thereof, and of, in, and to all and singular messuages, lands, tenements, meadows, leases, pastures, feedings, rents, reversions, services, and hereditaments, with the appurtenances, so extended & delivered in execution, as aforesaid. And the said I.D. for himself, &c. that he the said I. D. his Executors, Administrators, or Assigns, at any time or times hereafter, shall not do any act or acts, thing or things, whereby the said extent & extents, or the estate, title, or interest of the said W. D. &c. or any of them, or of the Executors, Admi- *Recital of the Recognizance.*

Adminiſtrators, or Aſſigns of them, or any of them, by reaſon of the ſaid extent, may be in any wiſe hurt, hindred, impeached, diſcharged, undone, or made void. And further, that he the ſaid I. D. his Heirs, Executors, and Adminiſtrators, ſhall and will at the reaſonable requeſt, coſts, and charges in the Law of the ſaid W. D. or any of them, do and ſuffer to be done, made, and acknowledged, all and every ſuch lawful and reaſonable act and acts, thing and things, device and devices in the Law whatſoever, for the further aſſurance, ſurety, ſuremaking, and conveying of the premiſes, for and during all the time and term of the ſaid extent and execution, unto the ſaid T.B G.B. and T. O. as by the learned Counſel of them, or any of them, ſhall be reaſonably deviſed or adviſed and required. In witneſs, &c.

An Aſſignment of a Bond for performance of Covenants.

TO all Chriſtian people, &c. I. I. &c. ſendeth greeting, &c. Whereas R. D. of, &c. by his Obligation bearing date, &c. became bound unto the ſaid I. I. in the ſum of, &c. conditioned for performance of the Covenants contained in one pair of Indentures of bargain and ſale, of the Inne called K. in C. &c. in the, &c. with certain Lands thereunto belonging; which Inne and premiſes are now by the ſaid I. I. bargained and ſold unto M. W. of, &c. his Heirs and Aſſigns. Now the ſaid I. I. for the better enjoying of the ſaid Inne, and other the Lands and Tenements thereunto belonging, hath, as much as in him is, aſſigned and ſet over, and by theſe preſents doth fully, clearly, and abſolutely aſſign and ſet over unto the aforeſaid M. W. his Heirs, Executors, and Aſſigns, the ſaid recited Obligation, and all ſum and ſums of money therein mentioned, and the benefit and advantage thereof to be had or made. And the ſaid I. I. for himſelf, &c. doth covenant and grant to and with the ſaid M. W. &c. That he the ſaid M.W. his Heirs, Executors, Adminiſtrators, and Aſſigns, ſhall and may in lawful manner, at his and their coſts and charges, in all things, from time to time, and at all times hereafter, ſue for, levy, recover, and enjoy all ſum and ſums of money, benefit, and advantage whatſoever, which ſhall or may be gotten by virtue, force, or means of the ſaid recited Obligation, in the name of the ſaid I. I. his Executors or Adminiſtrators, without any manner of non-ſuit, releaſe, trouble, denial or interruption of the ſaid I. I. his Executors or Adminiſtrators; unleſs it be by conſent of the

the ſaid M.W. his Heirs or Aſſigns in writing firſt had and obtained. And he the ſaid M. W. for himſelf, &c. doth covenant, &c. That he the ſaid M. W. his Executors or Adminiſtrators, ſhall and will from time to time, and at all times hereafter, ſave and keep harmleſs the ſaid I. I. his Executors or Adminiſtrators, and every of them, off and from all and all manner of coſts and charges, to ariſe by means of any ſuit, upon or by reaſon of the ſaid Obligation. In witneſs, &c.

A Releaſe of an Annuity.

TO all Chriſtian people, &c. we N.B. and A.B. of, &c. ſend greeting, &c. Whereas Sir I.B. of, &c. by his Deed indented bearing date, &c. for the conſide- *Recital.* rations therein mentioned, did give and grant unto W. L. and R. P. of, &c. one annuity or yearly rent of, &c. to be iſſuing and going out of all and ſingular the Mannors, Meſſuages, Lands, and Tenements, called H. and L. within the Pariſh of, &c. and out of all the Lands, Tenements, and Hereditaments, with the appurtenances in H and L. within the ſaid Pariſh of, &c. in the ſaid County of, &c. to have, hold, receive, and enjoy all the ſaid annuity or yearly rent of, &c. to the ſaid W. L. and R. P. their Executors or Aſſigns, for and during the natural life of the ſaid Sir I. B. the ſaid annuity or yearly rent of, &c. to be payable to the ſaid W. and R. their Executors and Aſſigns, during the life of the ſaid Sir I. B. at two Feaſts in the year, *viz.* at the Feaſt of, &c. at or in the, &c. as by the ſame Deed indented thereof made, more at large it doth and may appear. Since the which time, the ſaid W. L. is dead, and the ſaid R. P. him ſurvived. And whereas alſo the ſaid R. P. by his Deed indented, bearing date, &c. for the conſiderations therein mentioned, did demiſe, grant, bargain, and ſell unto the ſaid N. B. his Executors and Aſſigns, the ſaid annuity or yearly rent of, &c. and every part thereof, to have and to hold unto the ſaid N. B. his Executors and Aſſigns, for and during the term of, &c. from thenceforth next and immediately enſuing, and fully to be compleat and ended, if the aforeſaid Sir I. B. ſhould ſo long live, as in and by the ſaid Indenture laſt mentioned more, &c. Now know ye, That we the ſaid N. B. and A. B. for and in conſideration of a certain competent ſum of lawful money of *England*, to us in hand paid, at and before the, &c. by G. S. and R. G. of, &c. Eſq; whereof and where-

wherewith, &c. have remiſed, releaſed, and quit-claimed, and by theſe preſents for us and either of us, our and either of our Executors and Aſſigns, and every of us, do fully, clearly, and abſolutely remiſe, releaſe, and for ever quit-claim unto the ſaid G. S. and R. G. their Heirs and Aſſigns, and every of them, in their, or ſome, or one of their full and peaceable poſſeſſion, as well the ſaid annuity or yearly rent of, &c. before-mentioned, and every part and parcel thereof, and all rents, arrearages of rents, penalties, forfeitures, *nomine pœnæ*'s, and diſtreſſes whatſoever, at any time or times heretofore due or forfeited by reaſon of the non-payment of the ſaid annuity or yearly rent of, &c. or any part or parcel thereof; as alſo all the eſtate, right, title, intereſt, property, term and terms of life, lives, and years, reverſion, claim, and demand whatſoever, which we the ſaid N. B. and A. B. or either of us, our, or either of our Executors or Aſſigns, now have, may, might, ſhould, or in any wiſe ought to have or claim of, in, and to the ſaid annuity or yearly rent of, &c. above-mentioned, or any part thereof, by force and virtue of the ſaid ſeveral Deeds indented above-recited or mentioned, or either of them, or otherwiſe howſoever. To Have and to Hold the ſaid annuity, rent of, &c. and the eſtate, right, title, intereſt of all other the before-mentioned premiſes, with the appurtenances, and every part and parcel thereof, unto the ſaid G. S. and R. G. their Heirs and Aſſigns for ever, ſo as neither we the ſaid N. B. and A. B. or either of us, our, or either of our Executors or Aſſigns, or any of us, ſhall or will at any times hereafter, ask, claim, challenge, or demand any eſtate, right, title, or intereſt, in or to the ſaid annuity or yearly rent of, &c. or any part thereof; but thereof and therefrom, and from all actions, ſuits, titles, and demands concerning the ſame, ſhall be utterly ſecluded, and for ever debarred by theſe preſents. In witneſs whereof, &c.

A ſhort Leaſe of certain Tythes.

THIS Indenture made the, &c. between Sir E. S. of, &c. on the one part, and M. D. of, &c. on the other part, witneſſeth, That the ſaid Sir E. S. for divers good cauſes and conſiderations him moving, and eſpecially of the good opinion he hath and conceiveth of the ſaid M. D. hath demiſed, granted, betaken, and to farm letten, and

Grant.

and by these presents doth, &c. unto the said M. D. and his Assigns, all the Tythes of Corn, Grain, and Hay yearly coming, renewing, and growing within the Township of, &c. and within the Lordship of, &c. in the County of G. and now held by E. L. of, &c. To Have and to Hold, receive, take, and enjoy all the said Tythes of Corn, Grain, and Hay, unto the said M. D. and his Assigns, from and immediately after the date of these presents, unto the full end and term of 21 years from thence next ensuing, and fully to be compleat and ended, and that in as large and ample manner as the same lately were held and enjoyed by the said E. L. Yielding and paying therefore yearly during the said term, unto the said Sir E. S. his Heirs and Assigns, the sum of, &c. at the Feast of, &c. at one whole entire payment. And if it shall happen the said yearly rent of, &c. to be behind or unpaid, in part, or in all, by the space of, &c. next following the said Feast, being lawfully demanded; that then for every such default, the said M. D. or his Assigns shall forfeit and pay unto the said Sir E. S. his Heirs and Assigns, the sum of, &c. over and beside such arrerages as then shall happen to be behind and unpaid. And the said Sir E. S. for him, his Heirs, Executors, and Administrators, doth covenant, &c. That he the said M. D. his Executors and Assigns, shall and may at all time and times from henceforth, for and during all the said term hereby granted, peaceably and quietly have, hold, occupy, possess, and enjoy all the said Tythes of Corn, Grain, and Hay, (paying the Rent before reserved) without any manner of lawful let, eviction, disturbance, or contradiction of the said Sir E. S. his Heirs or Assigns, or of any other person or persons, by his or their means, consent, or procurement. In witness, &c.

Habend.

Reddend.

A nomine poenæ for non-payment of the Rent.

A Deed of Gift.

TO all people to whom this present Writing shall come, I A. B. of, &c. send greeting, &c. Know ye, that I the said A. B. for and in consideration of the sum of, &c. which I the said A. B. do owe and am indebted unto T. S. of, &c. have given, granted, and sold, and by these presents do fully, clearly, and absolutely

ſolutely give, grant, bargain, ſell and confirm unto the ſaid T.S. all and ſingular ſuch my Goods, Chattels, and Implements of houſhold, and Commodities whatſoever, as are contained and ſpecified in a certain ſchedule hereunto annexed. *To have and to hold* all and ſingular the Goods, Chattels, Implements of houſhold, and Commodities whatſoever, as aforeſaid, to the aforeſaid T. S. his Executors, Adminiſtrators, and Aſſigns, to his and their own proper uſes and behoofs for ever, thereof and therewith to do, uſe, and diſpoſe at his and their will and pleaſure, as of his and their own proper Goods and Chattels, without any manner of challenge, claim, or demand of me the ſaid A. B. or of any other perſon or perſons for me, in my name, by my cauſe, means, conſent or procurement. And further, know ye, That I the ſaid A.B. have put the ſaid T.S. in full poſſeſſion of all and ſingular the aforeſaid premiſes, by the delivery unto him (at the enſealing hereof) of one goblet of ſilver, in name of all the ſaid goods. In witneſs whereof, &c.

Habend.

Another Deed of Gift.

TO all people, &c. I B.C. of, &c. ſend greeting. Know ye, that I the ſaid B. C. as well for and in conſideration of the natural affection and brotherly love which I have and bear unto my well-beloved brother P.C. of, &c. as alſo for divers other good cauſes and conſiderations me at this preſent eſpecially moving, have given and granted, and by theſe preſents do give, grant, and confirm unto the ſaid P. C. all and ſingular my Goods, Chattels, Leaſes, Debts, ready Money, Plate, Jewels, Rings, Houſhold-ſtuff, Apparel, Utenſils, Braſs, Pewter, Bedding, and all other my ſubſtance whatſoever, movable and immovable, quick and dead, of what kind, nature, quality, and condition ſoever the ſame are, or be, and in what place or places ſoever the ſame be, ſhall, or may be found, as well in mine own cuſtody or poſſeſſion, as in the poſſeſſion, hands, power, and cuſtody of any other perſon or perſons whatſoever. *To have and to hold* all and ſingular the ſaid Goods, Chattels, Leaſes, Debts, and all other the aforeſaid premiſes, unto the ſaid B.C his Executors, Adminiſtrators, and Aſſigns, to his and their own proper uſes and behoofs, for ever freely and quietly, without any matter of challenge, claim, or demand of me the ſaid P. C or of any other perſon or perſons whatſoever, for me, in my name, by my cauſe, means, or procurement, and without

out any money or other thing therefore to be yielded, paid, or done unto me the ſaid B.C. my Executors, Adminiſtrators, or Aſſigns: And I the ſaid B. C. all and ſingular the aforeſaid Goods, Chattels, and Premiſes to the ſaid P.C. his Executors, Adminiſtrators, and Aſſigns, to the uſe aforeſaid, againſt all people, do warrant, and for ever defend by theſe preſents. And further, know ye, that I the ſaid B. C. have put the ſaid P.C. in peaceable and quiet poſſeſſion of all and ſingular the aforeſaid premiſes, by the delivery unto him at the enſealing hereof, one coined piece of ſilver commonly called two pence, fixed on the ſeal of theſe preſents. In witneſs, &c. *Warrant.*

A Releaſe of a Dower.

TO all people to whom this preſent Writing ſhall come, Dame *Dorothy Williams* late Wife of Sir *David Williams* Knight, deceaſed, ſendeth greeting, &c. Know ye, that the ſaid Dame *Dorothy W.* for, and in conſideration of the performance of a former Agreement had and made between the ſaid Dame *Dorothy W.* and the ſaid Sir D. W. her late Husband, before their inter-marriage, hath remiſed, releaſed, and for ever quit-claimed, and by theſe preſents doth clearly and abſolutely remiſe, releaſe, and for ever quit-claim unto Sir D. W. Knight, T. W. and R. W. ſons of the ſaid Sir D. W. and to every of them, all and all manner of Dower, and right and title of Dower whatſoever, which ſhe the ſaid Dame *Dorothy W.* now hath, may, might, ſhould, or of right ought to have or claim of, in, or out of all and every the Mannors, Meſſuages, Lands, Tenements, and Hereditaments whatſoever, which were the ſaid D. W. at any time during the Coverture between him and the ſaid Dame D. ſcituate and being in the Counties of, &c. or in any or every of them; and all manner of Actions, and Writs of Dower whatſoever, ſo as neither ſhe the ſaid Dame D. W. nor any other for her, or in her name, any manner of Dower, or Writ & Action of Dower, or any manner of right or title of Dower of or in the ſaid Mannors, Lands, Tenements, and Hereditaments, or of, or in any part or parcel thereof, at any time hereafter, ſhall or may have, or claim, or proſecute againſt the ſaid Sir D. W. T. and R. W. or any of them, their, nor any of their Heirs or Aſſigns; but of and from the ſame ſhall be utterly debarred, and for ever excluded by theſe preſents. In witneſs, &c.

A Releaſe from one that hath loſt his Articles of Agreement.

BE it known unto all men by theſe preſents, That I E. W. of, &c. have remiſed, releaſed, and quit-claimed, and by theſe preſents, do for me, my Heirs, Executors, Adminiſtrators, and Aſſigns, and every of us, fully, clearly, and abſolutely remiſe, releaſe, and for ever quit-claim unto J. O. of, &c. his, &c. all and all manner of Actions, Suits, Plaints, Pleas, Proceſs, and Demands whatſoever, which againſt the ſaid J. O. I ever had, now have, or at any time hereafter ſhall or may have, by reaſon or means of any Grant, Covenant, Contract, Promiſe, Bargain, Clauſe, or thing mentioned, contained, expreſſed, or declared, in or by certain Articles of Agreement, indented, bearing date, &c. made between the ſaid J. O. on the one part, and me the ſaid E. W. on the other part, touching or concerning the procuring of a Leaſe of a Field, or parcel of ground, Arable, Meadow, or Paſture, called the, &c. of the yearly rent of, &c. lying, &c. which ſaid Leaſe I do hereby acknowledge is procured, and paſſed by the ſaid J. O. according to my mind and deſire; and of and from all Bonds, Bills, and Writings Obligatory, and all and every penalty, ſum and ſums of money in them or any of them mentioned or contained, wherein or whereby the ſaid J. O. is and ſtandeth bound unto me for the performance of the Covenants, Grants, Articles, and Agreements in the ſaid Articles mentioned or contained, I do acquit and diſcharge the ſaid, &c. his, &c. for ever by theſe preſents. In witneſs, &c.

A Form of a Will.

IN the Name of God, Amen. The tenth day of, &c. I *A. B.* of, &c. being ſick in body, but of good and perfect memory, thanks be to Almighty God, and calling to remembrance the uncertain eſtate of this tranſitory life, and that all fleſh muſt yield unto Death, when it ſhall pleaſe God to call, do make, conſtitute, ordain, and declare, this my laſt Will and Teſtament in manner and form following; revoking and annulling by theſe preſents, all and every Teſtament and Teſtament, Will and Wills heretofore by me made and declared either by word or writing: and this is to be taken onely for my laſt Will and Teſtament, and none other. And firſt, being penitent and ſorry from the bottom of my heart for my ſins paſt, moſt humbly deſiring forgiveneſs for the ſame, I give and commit my ſoul unto Almighty God my Saviour and Redeemer, in whom, and by the

the merits of Jeſus Chriſt I truſt and believe aſſuredly to be ſaved, and to have full remiſſion and forgiveneſs of all my ſins, and that my ſoul with my body, at the general day of reſurrection, ſhall riſe again with joy, and through the merits of Chriſts Death and Paſſion, poſſeſs and inherit the Kingdom of Heaven prepared for his elect and choſen; and my body to be buried in ſuch place where it ſhall pleaſe my Executors hereafter named to appoint. And now for the ſetling of my Temporal Eſtate, and ſuch Goods, Chattels, and Debts as it hath pleaſed God, far above my deſerts, to beſtow upon me; I do order, give, and diſpoſe the ſame in manner and form following: (that is to ſay) Firſt, I will that all thoſe debts and duties as I owe in right or conſcience to any manner of perſon or perſons whatſoever, ſhall be well and truly contented and paid, or ordained to be paid within convenient time after my deceaſe, by my Executors hereafter named. *Item*, I give and bequeath, &c. In witneſs, &c.

An Aſſurance of a Joynture to the Wife, with Remainder in Tail.

THis Indenture made, &c. between H. V. of, &c. on the one part, and L.L. &c. and G.L. &c. on the other part, witneſſeth, That as well for and in conſideration of a Marriage already had and ſolemnized between the ſaid V. and A. now wife of the ſaid H.V. and ſiſter of the ſaid L. and G. as for the great good will, love, and affection which he the ſaid H. hath and beareth to the ſaid A. his wife; and to the intent that the Meſſuages, Lands, and Tenements hereafter in theſe preſents ſpecified, ſhall come and continue in the iſſue of the ſaid H. and A. in ſuch ſort, manner, and form, as hereafter in theſe preſents is expreſſed, mentioned, and declared; it is covenanted, granted, condeſcended, concluded, and fully agreed upon, by and between the ſaid parties to theſe preſents, in manner and form following. And the ſaid H. V. for the conſideration aforeſaid, doth covenant, grant, and promiſe for himſelf, &c. to and with the ſaid L.L. and G.L. their, &c. by theſe preſents, That he the ſaid H.V. his Heirs and Aſſigns, and all and every other perſon and perſons whatſoever, ſhall ſtand and be ſeized of and in all and ſingular thoſe his Meſſuages, Lands, Tenements, Meadows, Leaſows, Paſtures, and Hereditaments whatſoever, with all and ſingular their appurtenances in the Pariſh, Town and Field of C. aforeſaid, in the ſaid, &c. which late were parcel of the poſſeſſions of the late diſſolved Monaſtery of, &c. and now be, or late were in the ſeveral tenures and occupations of, &c. and their

Aſſigns, and the reverſion and the reverſions of the premiſes, and every part and parcel thereof, to the uſes, purpoſes and intents hereafter in theſe preſents expreſſed and limited, and to no other uſe, intent, or purpoſe whatſoever; that is to ſay, to the uſe and behoof of the ſaid H. V. for the term of his natural life, without impeachment of or for any manner of waſte; and after his deceaſe, to the uſe and behoof of the ſaid A.V. now Wife of the ſaid H. V. for the term of her natural life; and after the deceaſe of the ſaid H. and A. his Wife, then to the uſe and behoof of ſuch of the Children between them the ſaid H. and A. lawfully begotten, as the ſaid A. by her laſt Will and Teſtament, or other Writing to be ſigned and ſubſcribed by her the ſaid A. in her life-time, ſhall limit, nominate, and appoint: And if no ſuch limitation, nomination, or appointment ſhall be made by the ſaid A. in her life-time, then to the uſe of the Heirs of the bodies of the ſaid H. and A. between them lawfully begotten, and for, &c. to the uſe of the ſaid H.V. for ever. And further, the ſaid H. V. for himſelf, &c. doth covenant, &c. to and with the ſaid L. L. and G. L. their Heirs, &c. That he the ſaid H. V. his Heirs and Aſſigns, ſhall and will permit and ſuffer the ſaid A.V. and all and every other perſon and perſons to whom the ſaid Meſſuages, Lands, Tenements, and other the premiſes, or any part or parcel thereof, ſhall happen to come, or of right ought to come, by reaſon of theſe preſents, peaceably and quietly to have, hold, occupy, and enjoy all and ſingular the ſaid Meſſuages, Lands, Tenements, and Hereditaments before by theſe preſents expreſſed and mentioned, without any manner of let, trouble, eviction, diſturbance, ſuit, vexation, or expulſion of the ſaid H.V. his Heirs or Aſſigns, or any other perſon or perſons whatſoever, lawfully having, claiming, or pretending to have any Eſtate or Title from, by, or under the ſaid H. V. his Heirs or Aſſigns, according to the intent, form, and true meaning of theſe preſents. In witneſs whereof, &c.

A Leaſe of a Fee-farm, & certain Lands, with neceſſary Covenants.

THis Indenture made, &c. between C. B. of, &c. on the one part, and T.W. of, &c. on the other part, witneſſeth, That the ſaid C.B. for divers good cauſes and conſiderations him thereunto eſpecially moving, Hath demiſed, granted, and to farm letten, and by theſe preſents doth demiſe, &c. unto the ſaid T.W. his Executors, Adminiſtrators, and Aſſigns, all that his Meſſuage, Tenement, or Farm-houſe, called W. with the appurtenances, and all Houſes, Edifices, Buildings, Barns, Sta-

Stables, Orchards, Gardens, Lands, Tenements, Meadows, Feedings, Paſtures, Profits, and Commodities whatſoever to the ſaid Meſſuage, Tenement, or Farm-houſe now belonging or appertaining, and being now in the tenure or occupation of the ſaid T. W. or his Aſſignee or Aſſignees, ſcituate, lying, and being in the Pariſh of, &c. Except and always reſerved unto the ſaid C. B. his Executors and Aſſigns, all and all manner of Woods, Underwoods, Hedges, Rows, and Timber-trees, now ſtanding, growing, and being, or which hereafter ſhall ſtand, grow, or be in and upon the demiſed premiſes, or in and upon any part or parcel thereof; and alſo except and always reſerved unto the ſaid G.B. his Executors and Aſſigns, by the ſpace, and for the term of one whole year next before the end and expiration of the term of ſeven years, and one half year hereunder granted, the ſaid Meſſuage, Tenement, or Farm-houſe, and one Cloſe or parcel of ground, called W. containing, &c. be it more or leſs; together with free liberty of ingreſs, egreſs, abiding, and dwelling, in, out of, from, and upon the ſaid Meſſuage, Tenement, and Farm-houſe; and one Cloſe called W. by and during the ſaid ſpace and term of, &c. next before the end and expiration of the ſaid term of, &c. To have and to hold the ſaid Meſſuage, Tenement, or Farm-houſe, Houſes, Edifices, Buildings, Barns, Stables, Orchards, Lands, Meadows, Feedings, Paſtures, and other the demiſed premiſes, and every part and parcel thereof (except before excepted) unto the ſaid T. W. his Executors, Adminiſtrators, and Aſſigns, from the Feaſt-day of, &c. for and during the term of, &c. and fully to be compleat and ended. Yielding and paying therefore yearly, during the ſaid term, unto the ſaid G. B. his Executors and Aſſigns, the rent of, &c. at four Feaſts or Terms in the year moſt uſual; (that is to ſay) at, &c. by even and equal portions. And if it ſhall happen the ſaid yearly rent of, &c. or any part or parcel thereof to be behind and unpaid by the ſpace of, &c. next over or after any of the ſaid Feaſt-days in which the ſame ought to be paid, being lawfully demanded, That then, and from thenceforth, and at all times after, it ſhall and may be lawful to and for the ſaid C. B. his Executors, Adminiſtrators, and Aſſigns, into the ſaid Meſſuage, Tenement, or Farm-houſe, Houſes, Edifices, Lands, Meadows, Paſtures, and all the demiſed premiſes, with the appurtenances, and into every part and parcel thereof, wholly to reenter, and the ſame to have again, re-poſſeſs and enjoy, as

Exception.

Habend.

Re-enter for non-payment.

in his or their former Eſtate. And the ſaid T. W. his Executors, Adminiſtrators, and Aſſigns, and all other the Tenants and Occupiers of the ſaid demiſed premiſes, or any part or parcel thereof, thereout, and from thence utterly to expel, amove, and put out; this Indenture, or any thing herein contained to the contrary thereof, in any wiſe notwithſtanding.

For Reparation.

And the ſaid T. W. for himſelf, doth covenant, &c. in manner and form following: (that is to ſay) That he the ſaid T.W. his Executors, Adminiſtrators, and Aſſigns, at his and their own proper coſts and charges, ſhall and will from time to time, and at all times hereafter during the ſaid term of, &c. by theſe preſents granted, when and as often as need ſhall require, well and ſufficiently repair, ſupport, ſuſtain, maintain, and amend the ſaid Meſſuage, Tenement, or Farm-houſe, and all the Houſes, Edifices, Buildings, Barns, and Stables thereunto belonging or appertaining, with the appurtenances, and every part and parcel thereof, in, by, and with all and all manner of needful and neceſſary reparations whatſoever: And alſo ſhall and will at all times hereafter, and from time to time, during the ſaid term, at his and their like coſts and charges, well and ſufficiently hedge, fence, ditch, encloſe, and amend all and ſingular the Hedges, Fences, Ditches, and Incloſures belonging to the ſaid demiſed premiſes, in, by, and with all and all manner of hedging, fencing, ditching, and encloſing, when and as often as need ſhall require, during the ſaid term. And as well the ſaid Meſſuage, Tenement, or Farm-houſe, Houſes, Edifices, Buildings, Barns, and Stables, with the appurtenances, and every part and parcel thereof, ſo well and ſufficiently repaired; as alſo the Hedges, Fences, Ditches, and Incloſures aforeſaid, well and ſufficiently ſupported and amended, in the end of the ſaid term, or other determination of this preſent Leaſe, ſhall leave and yield up into the hand and poſſeſſion of the ſaid C. B. his Executors, Adminiſtrators, and Aſſigns. And the ſaid T. W. for himſelf, his Executors, Adminiſtrators, and Aſſigns, doth covenant, &c. That he the ſaid T.W. his Executors, Adminiſtrators, and Aſſigns, ſhall permit and ſuffer the ſaid C.B. and his Aſſigns, to plant and make in and upon ſome convenient place of the demiſed premiſes, one Orchard, not exceeding the number of two acres of land, with ſuch ſtore of Fruit-trees, and other Trees, as the ſaid C.B. or his Aſſigns ſhall think meet; and the ſame Orchard and Fruit-trees ſo made and planted, ſhall fence, preſerve, and keep, ſo much as in him ſhall be, from ſpoil and hurt of Cattel, and

A Covenant for planting an Orchard.

from

from all other harm and deſtruction. And further, That the ſaid T. W. his Executors, Adminiſtrators, and Aſſigns, ſhall at all times hereafter, and from time to time, during the ſaid term of, &c. find and allow unto G. B. widow, Mother unto the ſaid C. B. competent and ſufficient meat, drink, lodging, apparel, and all other neceſſaries whatſoever, meet and convenient for her degree, and ſhall from time to time, and at all times, clearly acquit, exonerate, and diſcharge the ſaid C. B. his Executors, Adminiſtrators, and Aſſigns, and every of them, of, for, and concerning the keeping of the ſaid G. B. during the ſaid term of, &c. before by theſe preſents granted. And laſtly, the ſaid T. W. for himſelf, doth covenant, &c. That he the ſaid T. W. his Executors, Adminiſtrators, or Aſſigns, nor any of them, ſhall not at any time or times hereafter, during the term before in and by theſe preſents granted, plough up, or otherwiſe deface or ſpoil the Meadow-ground belonging to the ſaid demiſed premiſes, or any part or parcel thereof; and alſo that he the ſaid T. W. his Executors, Adminiſtrators, or Aſſigns, ſhall and will in the end of the ſaid term of, &c. before by theſe preſents granted, or other determination of this preſent Leaſe, deliver and yield up the quiet and peaceable poſſeſſion of all and ſingular the before-demiſed premiſes, and every part and parcel thereof, unto the ſaid C. B. his Executors, &c. And the ſaid C. B. for himſelf, &c. doth covenant, &c. in manner and form following: *(viz.)* That he the ſaid T. W. his Executors, Adminiſtrators, and Aſſigns, and every of them, for and under the yearly rent before by theſe preſents reſerved, and other the Covenants, Grants, Articles, and Agreements in theſe preſents contained, ſhall and may peaceably, lawfully, and quietly have, hold, uſe, occupy, poſſeſs, and enjoy all and ſingular the ſaid Meſſuage, Tenement, or Farm-houſe, Houſes, Edifices, Buildings, Lands, Meadows, Orchards, Gardens, and all other the before-demiſed premiſes, and every part and parcel thereof (except before excepted) for and during the ſaid term of, &c. before by theſe preſents granted, without any manner of lawful let, ſuit, trouble, eviction, diſturbance, or contradiction of the ſaid C. B. his Executors, Adminiſtrators, or Aſſigns, or any of them, or of any other perſon or perſons whatſoever, by his, their, or any of their means, act, title, or procurement.

A Covenant for finding of meat, drink, lodging, apparel, and other neceſſaries.

Not to plough up the Meadows.

Provided always, and it is meant and intended by and between the ſaid parties to theſe preſents, That this Indenture, or any thing therein contained, ſhall not

A Proviſo.

extend to charge the ſaid C. B. his Executors or Adminiſtrators, by or with any Action of covenant, or other Action whatſoever, ſaving onely for ſuch an eſtate and intereſt as the ſaid C. B. or any other claiming by, from, or under him, now have, hath, or may have of, in, or to the demiſed premiſes or any part thereof, and not for any other better or former eſtate, right, or title, which ſhall or may proceed or extinguiſh the grant by theſe preſents made. In witneſs, &c.

An Aſſignment of two ſeveral Obligations.

TO all Chriſtian people to whom this preſent Writing ſhall come, F. D. of, &c. Gentleman, ſendeth greeting. Whereas R. D. of, &c. Gent. in and by one Obligation or Writing Obligatory, with condition thereupon endorſed, bearing date, &c. And whereas alſo M. F. of, &c. Eſq; in and by one other Obligation or Writing Obligatory, with condition thereupon alſo endorſed, bearing date, &c. do ſtand bound to the ſaid F. D. his Executors, Adminiſtrators, and Aſſigns, in the ſeveral ſums of, &c. as by the ſaid ſeveral Obligations, relation being thereunto had, may appear. Now know ye, that the ſaid F. D. for divers good cauſes, and reaſonable conſiderations him hereunto eſpecially moving, Hath bargained, ſold, aſſigned, and ſet over, and by theſe preſents doth fully, clearly, and abſolutely bargain, ſell, aſſign, and ſet over unto R. B. of, &c. his Executors, Adminiſtrators, and Aſſigns, as well the ſaid two Obligations, as alſo the ſeveral ſums of money in them, and either of them, mentioned or contained; To the only proper uſe and behoof of the ſaid R. B. his Executors, Adminiſtrators, and Aſſigns, and without any account or other thing therefore to be yielded, paid, or done unto the ſaid F. D. his Executors, Adminiſtrators, or Aſſigns, or to any of them. And the ſaid F. D. for himſelf, his Heirs, Executors, and Adminiſtrators, doth covenant, promiſe, and grant, to and with the ſaid R. B. his Executors and Aſſigns, by theſe preſents, in manner and form following; that is to ſay, That he the ſaid R. B. his Executors, Adminiſtrators, and Aſſigns, and every of them, ſhall and may at all times hereafter, and from time to time, peaceably and quietly have, hold, uſe, occupy, poſſeſs, and enjoy all and ſingular the ſum and ſums of money whatſoever, contained in the ſaid ſeveral Obligations; and alſo the benefit, commodity, penalty, and advantage whatſoever, which ſhall or may happen, come, grow, or be by reaſon of the ſaid ſeveral Obligations, or Writings Obligatory above-recited or mentioned, without any manner of ſuit, trouble, gain-ſaying, means, conſent, or pro-

procurement of the ſaid F. D. his Executors, Adminiſtrators, or Aſſigns, or of any other perſon or perſons whatſoever. In witneſs, &c.

An Aſſignment of two Apprentices, and their years to come.

TO all Chriſtian people to whom this preſent Writing ſhall come, I A. M. Citizen and, &c. ſend greeting in our Lord God everlaſting. Whereas my Apprentices I. S. and G. R. have certain years yet to come and unexpired of their ſeveral Apprentiſhips; to wit, the ſaid I. S. one whole year and a half from the Feaſt of, &c. laſt paſt, and the ſaid G. R. the ſpace of two years and a half from the ſame Feaſt, as by their ſeveral Indentures thereof unto me the ſaid A. M. made and ſealed, at large it doth and may appear. Now know ye, that I the ſaid A. M. for divers good cauſes and conſiderations me eſpecially moving, and the rather for that it ſtands with the good liking and pleaſure of my ſaid Apprentices, Have given, granted, aſſigned, and ſet over, and by theſe preſents do fully and abſolutely give, grant, aſſign, and ſet over unto my well-beloved Friend R. H. Citizen and Habberdaſher of *London*, all ſuch right, title, duty, term of years to come, claim, intereſt, Apprentiſhips, ſervices, and demands whatſoever, which I the ſaid A. M. have of, in, or to the ſaid I. S. and G. R. my ſaid Apprentices, or which I might or ought to have of and in them, or either of them, by force and virtue of the above-recited Indentures of Apprentiſhips: (that is to ſay) The true and faithful ſervice of I. A. for and during the time and ſpace of one whole year and a half from, &c. as aforeſaid, and the like honeſt and dutiful ſervice of G. R. for and during the time and ſpace of two whole years and a half, &c. from the Feaſt-day of, &c. as is aforeſaid declared; Giving, and by theſe preſents granting unto the ſaid C. B. my full power and lawful authority for the having, keeping, and enjoying of my ſaid Apprentices I. and G. before-mentioned, for and during their ſeveral times yet to come and unexpired. And moreover, I the ſaid A. M. do by theſe preſents covenant, promiſe, and grant to and with the ſaid C. B. his Executors and Aſſigns, That the ſaid I. and G. Apprentices, ſhall, during their ſeveral times, well and truly ſerve the ſaid C. B. as their Maſter, and his commandments lawful and honeſt every where ſhall do, and from the ſervice of him, they nor either of them ſhall not abſent

Recital of the Indentures.

Conſideration.

Grant of their Terms.

abſent or prolong himſelf by day or night, during the ſaid ſeveral terms of their aforeſaid Apprentiſhips, yet to come and unexpired. Provided, That the ſaid C.B. their Maſter ſhall well intreat and uſe the ſaid J. and G. as becometh Apprentices in ſuch caſe to be uſed; finding unto them and either of them, meat, drink, linnen, woollen, hoſe, ſhoes, and bedding, and all other neceſſaries during the ſaid term. In witneſs, &c.

A Proviſo, That if the Leſſor be minded to ſurrender his grand Leaſe, to take a further eſtate in the premiſes, then the demiſe to be void, with a Covenant to grant a new Leaſe of the premiſes.

PRovided always, and be the demiſe under and upon condition, That if the ſaid I. B. his Executors, Adminiſtrators, or Aſſigns, ſhall at any time, during the demiſe, be minded to ſurrender his Grand Leaſe, by which he hath and holdeth the afore-demiſed premiſes (amongſt other things) to the intent to get a new Leaſe, or any larger or further Eſtate of, in, and to the ſame; and therefore ſhall give or leave notice in writing to and for the ſaid A. B. his Executors, Adminiſtrators, or Aſſigns, at the ſaid demiſed Manſion-houſe: That then at the day and time of ſuch notice given, and from thenceforth for ever, this Demiſe, Grant, and Term of years ſhall ceaſe, determine, and be utterly void and of none effect, to all intents and purpoſes, any thing herein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid I. B. &c. doth covenant and grant to and with the ſaid A.B. his, &c. That he the, &c. or Aſſigns, notwithſtanding the ſurceaſing and determination of this Demiſe, Grant, and Term of years, or the ſaid A.B. to be had, claimed, and enjoyed as aforeſaid, ſhall and will not onely peaceably and quietly permit and ſuffer the ſaid A.B. his Executors, Adminiſtrators, and Aſſigns, To have, hold, and enjoy the ſaid demiſed premiſes, under the yearly rent aforeſaid, by and during the term of three months from thence next following; but alſo before the end and expiration of the ſame, ſhall at his and their proper coſts and charges, make, ſeal, and deliver, or cauſe, &c. and ſufficiently tendred at the ſaid demiſed Manſion-houſe unto the ſaid A. B. his Executors, or Aſſigns, a new Leaſe or Grant in writing of all the ſaid demiſed premiſes, for ſo much of the ſaid time of, &c. as ſhall be then to come and unexpired, and for and under ſuch Rents, Covenants, and Conditions, as are contained in this preſent Leaſe.

A Letter of Attorney to enter upon Lands, and to deliver a Leaſe made to another.

KNow all men by theſe preſents, That I R. R. of, &c. have made, ordained, conſtituted, and appointed, and by theſe preſents do make, ordain, conſtitute, and appoint T.C. of, &c. my true and lawful Attorney, for me, and in my ſtead and name, to enter and come into and upon the Farm and Lands of T. in the Pariſh of, &c. now in the tenure or occupation of R. T. or his Aſſigns, or upon any part thereof, then and there for me, and in my ſtead and name, to deliver as my act and deed unto H. M. of, &c. or to his Aſſigns, one Indenture, whereunto I have already ſealed, bearing date, &c. made between me the ſaid R. R. of the one party, and the ſaid H. M. of the other party, purporting a Leaſe of the ſame Farm and Lands unto the ſaid H. M. his Executors, Adminiſtrators, and Aſſigns, for the term of four years next enſuing, as in and by the ſaid Indenture more at large appeareth: which Indenture, after the ſame ſhall be ſo delivered by my ſaid Attorney, I the ſaid R. R. do promiſe by theſe preſents, ſhall be my effectual Deed in Law, to all intents, conſtructions, and purpoſes, as if I the ſaid R. R. had ſealed and delivered the ſame then and there my ſelf. In witneſs, &c.

A Letter of Attorney to enter upon Lands, and to deliver a Leaſe.

TO all Chriſtian people to whom this preſent Writing ſhall come, we T. A. and R. M. of, &c. ſend greeting. Whereas we the ſaid T. A. and R. M. have ſigned and ſealed to one Indenture, bearing date with theſe preſents, purporting a Leaſe, Demiſe, or Grant, unto J. H. of, &c. of all that our Mannor or Farm of, &c. with the Houſes, Barns, Stables, Orchards, Gardens, &c. and of all that our Scite of the Rectory or Perſonage of L. in the ſaid County of, &c. Together with the Demeaſn Lands to the ſaid Mannor and Farm belonging or appertaining: To hold from the enſealing and delivery of the ſame Indenture, for the term of three years then next enſuing, as by the ſame Indenture of Leaſe at large appeareth. Now know ye, that we the ſaid T. A. and R. M. have made, ordained, conſtituted, and appointed, and by theſe preſents do make, ordain, conſtitute, and in our ſteads and places put and appoint our truſty and well-beloved friend J. H. of, &c. our true and lawful Attorney

The Letter of Attorney.

torney and Aſſignee, for us, and in our ſteads and names, enter and come into and upon all that the ſaid, &c. and other the Lands aforeſaid, or into ſome part thereof, and then and there (after ſuch entry made) to deliver unto the ſaid J. H. as our very act and deed, the ſaid Indenture of Leaſe above-mentioned, to hold according to the tenour of the ſame Indentures, and further to do and execute all and every ſuch further thing, and other act whatſoever, as ſhall be needful to be done and performed in that behalf, in as large, ample, and effectual manner as we our ſelves might or could do, if we were perſonally preſent. In witneſs, &c.

A Condition to pay money within fourteen days after, if the parties bound in an Obligation pay it not at the day.

THe Condition of this Obligation is ſuch, That whereas W. H. and R. B. by their Obligation or Writing Obligatory, bearing date, &c. are and ſtand joyntly and ſeverally bounden unto the within-named J. L. in the ſum of, &c. with condition endorſed, for the true payment of, &c. on the, &c. as by the ſame Obligation with Condition endorſed, at large appeareth. Now if the ſaid W. H. and R. B. their Executors, Adminiſtrators, and Aſſigns, ſhall make default in payment of the ſaid ſum of, &c. on the ſaid, &c. in which the ſame ought to be paid; as aforeſaid; then if the within-bounden J. L. his Heirs, Executors, Adminiſtrators, and Aſſigns, or any of them, do within fourteen days next and immediately enſuing the ſaid, &c. well and truly pay, or cauſe to be paid unto the ſaid J. L his Executors or Aſſigns, the ſum of, &c. or ſo much thereof as ſhall be behind and unpaid in or upon the ſaid, &c. at or in, &c. without fraud or coven, That then this preſent Obligation, &c.

An Aſſignment of a Leaſe of Partition, wherein three are Joynt Leſſors, to a third perſon.

THis Indenture made, &c. between H. P. of, &c. of the one part, and W. C. of, &c. on the other part, witneſſeth, That whereas G. M. of, &c. and E. his Wife, H. B. &c. and H. his Wife, and T. P. &c. and M. his Wife, in and by their three ſeveral Indentures of Leaſe, bearing equal date the, &c. for the ſeveral conſiderations therein mentioned, did demiſe, grant, and to farm let, unto the ſaid H. P. all that their ſaid three ſeveral third parts, in three parts to be divided, of all that their Meſſuage or Tenement, ſcituate, lying, and being in, &c. then or late

Recital.

late in the tenure or occupation of one R.G. or of his Aſſignee or Aſſignees, with all Shops, Cellars, Sollers, Chambers, Rooms, Lights, Eaſments, Buildings, and Commodities thereunto belonging, with their appurtenances, together with all their ſeveral third parts, in three parts to be divided, of and in ſuch Goods, Wainſcot, Implements of Houſhold, neceſſaries and things, as were ſpecified and contained in three ſeveral Schedules or Inventories indented, and to the ſame Indenture annexed. *To Have and to Hold Habend.* all their ſaid three ſeveral third parts, in three parts to be divided, of and in the ſaid Meſſuage or Tenement, and all and ſingular the ſaid other demiſed premiſes, with the appurtenances, and every part and parcel thereof, unto the ſaid H. P. his Executors, Adminiſtrators, and Aſſigns, from the Feaſt-day of, &c. then next coming after the date of the ſaid ſeveral Indentures of Leaſe, unto the end and term of, &c. from thence next enſuing, and fully to be compleat and ended. Yielding and paying therefore yearly, during the ſaid term of, &c. unto the ſaid G. M. and E. his Wife, and to the Heirs and Aſſigns of the ſaid E. &c. and to the ſaid H. B. and H. his Wife, and the Heirs and Aſſigns of the ſaid H. &c. and to the ſaid T. P. and M. his Wife, and to the Heirs and Aſſigns of the ſaid M. &c. at four of the moſt uſual Feaſts in the year; (that is to ſay) at the Feaſts of, &c. by even and equal portions, as in and by the ſaid three ſeveral Indentures of Leaſe, amongſt divers other Covenants, Grants, Articles, Agreements, and things therein contained, more fully and at large it doth and may appear. Now this Indenture further witneſſeth, That he the ſaid H. P. for and in conſideration of the ſum of, &c. to him in hand paid, by the ſaid W. C. before the enſealing and delivery of theſe preſents, whereof he the ſaid H. P. doth acknowledge the Receipt, and of every part and parcel thereof doth clearly acquit and diſcharge the ſaid W. C. his Executors, Adminiſtrators, and Aſſigns, and every of them for ever by theſe preſents, Hath granted, bargained, ſold, aſſigned, and ſet over, and by theſe preſents doth clearly and abſolutely grant, bargain, ſell, aſſign, and ſet over unto the ſaid W. C. his Executors, Adminiſtrators, and Aſſigns, as well the ſaid Meſſuage or Tenement, and all other the ſaid premiſes, with the appurtenances, and every part and parcel thereof, as alſo all the Eſtate, Right, Title, Intereſt, Term of years to come, Poſſeſſion, Claim, and Demand whatſoever, which he the ſaid H. P. now hath, may, might, ſhould, or in any wiſe ought to have of, in, or to the ſaid Meſſuage or Tenement and Premiſes, or of, in, or to any part

or

or parcel thereof, by force and virtue of the ſaid three ſeveral recited Indentures of Leaſe, or any or either of them, or otherwiſe howſoever, together with the ſaid three ſeveral Indentures of Leaſe. *To have and to hold* the ſaid Meſſuage or Tenement, the ſaid ſeveral Indentures of Leaſe, Eſtate, Right, Title, Intereſt, and all and ſingular other the premiſes before by theſe preſents bargained and ſold, or mentioned or intended to be hereby bargained, ſold, aſſigned, and ſet over, and every part and parcel thereof, unto the ſaid W.C. his Executors, Adminiſtrators, or Aſſigns, for and during all the reſidue yet to come and unexpired of the ſaid term of, &c. in the ſame Indentures of Leaſe granted, in as large and ample manner and form, to all intents and purpoſes, as he the ſaid H. P. now hath, may, might, or in any wiſe ought to have and enjoy the ſame, by force of the ſame Indentures of Leaſe aforeſaid, or otherwiſe howſoever. And the ſaid H. P. doth covenant, promiſe, and grant, for himſelf, his Executors, Adminiſtrators, and Aſſigns, and for every of them, to and with the ſaid W. C. his Executors, Adminiſtrators, and Aſſigns, by theſe preſents, in form following: (that is to ſay) That he the ſaid W.C. his Executors, Adminiſtrators, and Aſſigns, and every of them, under the Rents, Covenants, Proviſoes, and Agreements in the ſaid ſeveral recited or mentioned Indentures of Leaſe contained, ſhall and may for and during all the reſt and reſidue now to come and unexpired of the ſaid term in the ſaid ſeveral Indentures of Leaſe granted, lawfully, peaceably, and quietly have, hold, uſe, occupy, poſſeſs, and enjoy, all the ſaid Meſſuage or Tenement, and all other the premiſes, with the appurtenances, and every part and parcel thereof, without the let, trouble, interruption, moleſtation, or contradiction of him the ſaid H.P. his Executors, Adminiſtrators, or Aſſigns, or of any other perſon or perſons whatſoever, claiming from, by, or under him the ſaid H. P. his Executors, Adminiſtrators, or Aſſigns, diſcharged alſo of and from all and all manner of former and other Bargains, Sales, Grants, Surrenders, Forfeitures, Re-entries, cauſe and cauſes of Forfeiture and Re-entry, Rents, Arrerages of Rents, Charges, Titles, Troubles, and Incumbrances whatſoever, had, made, committed, ſuffered, or done, or to be had, made, committed, ſuffered, or done, by the ſaid H.P. his Executors, Adminiſtrators, or Aſſigns, or any of them, or by any other perſon or perſons whatſoever, claiming from, by, or under him, them, or any of them, or by his, their, or any of their means, act, title, conſent, or procurement, the Rents, Covenants, Conditions, and Agreements in the ſaid ſeveral recited or mentioned Indentures of Leaſe contained, which

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which from henceforth on the Tenants part and behalf are or ought to be paid, perform'd, and kept, onely excepted, and always fore-prized. In witneſs, &c.

A Condition to pay a ſum of money to Children, at their ſeveral Ages, according to the will by which it was given. The Bond made to the Executor.

THe Condition of this Obligation is ſuch, That whereas the within-named A. B. by his laſt Will and Teſtament, bearing date, &c. did amongſt other Legacies and Bequeſts, give and bequeath to the Children of his late Brother G.B. deceaſed, to every one of them that ſhould be living at the time of his death, to be delivered unto them by equal portions, at their ſeveral ages of one and twenty years, Forty pounds apiece, and to G. B. by name, one of his ſaid Brothers Children, the ſum of Forty pounds over and beſides the ſaid Forty pounds formerly to him given as aforeſaid: And did ordain, that the ſaid ſeveral ſums ſo bequeathed to his ſaid Brothers Children, ſhould be delivered to their Mother, his Siſter-in-law, for the uſe and behoof of the ſaid Children, ſhe putting in ſufficient ſecurity to his Executors for the payment of the ſaid ſums, at their ſeveral ages above-mentioned, as by the ſaid laſt Will and Teſtament of the ſaid A.B. may appear, the within-named M.E. and G.H. Executors of the ſaid laſt Will and Teſtament of the ſaid A. B. have now paid and delivered unto the within-bounden E.W. the Mother of the ſaid Children, the ſum of, &c. for the ſeveral Legacies of ſuch of the ſame Children as are yet under the age of One and twenty years: (that is to ſay) Fourſcore pounds for the uſe of the above-named G. B. according to the Bequeſt thereof to him made aforeſaid, Forty pounds more for the uſe of E. B. Forty pounds more for F.B. and Forty pounds more for A. B. all Children of the ſaid G. B. deceaſed, to be paid unto them at their ſeveral ages, as aboveſaid. If therefore the above-bounden E. B. his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, do and ſhall well and truly pay or cauſe to be paid unto every of the ſaid Children beforenamed reſpectively *(viz.)* To G.B. E.B. F.B. and A.B. their ſaid ſeveral ſums or Legacies above-mentioned, at every ſeveral reſpective ages of Twenty one years, according to the effect and true meaning of the ſaid Will, without fraud or coven, That then, &c.

A Condition for payment of money to a Child when he comes to Age, and in the mean time to find it and bring it up.

THe Condition, &c. That if the within-bounden T. C. his Heirs, Executors, &c. do well and truly deliver and pay, or cauſe to be delivered and paid unto T. M. ſon of J. M. late of, &c. the ſum of, &c. within one month next after that the ſaid T. ſhall attain and come to his full age of twenty one years, and alſo carefully and honeſtly, according to his calling and degree, keep, educate, and bring up the ſaid T. during his non-age, with neceſſary and convenient meat, drink, lodging, learning, and apparel. And if the ſaid T M. ſhall happen to die and depart this life before he ſhall attain his ſaid age of One and twenty years, Then if the ſaid T. C. his Executors, &c. do within one year next after the deceaſe of the ſaid T. M. pay or cauſe to be paid unto the within-named, &c. his Executors or Aſſigns, to the uſe of the Children of the ſaid T. M. which ſhall be then living, the ſaid ſum of, &c. to be equally diſtributed and divided amongſt them, That then, &c.

An Aſſignment of a Wharf-ſtock of Wood, Coals, Lighters, &c. with a general Releaſe, and Covenants for peaceable enjoying, &c.

THis Indenture made the, &c. between J. G. of, &c. Woodmonger, of the one part, and J. C. of, &c. in the ſame Pariſh and County, Woodmonger, of the other part, witneſſeth, That whereas the ſaid J. B. being on the ſixth day of *Auguſt*, *Anno Dom.* 1637. and in the 13th year of his ſaid Majeſties Reign that now is, lawfully poſſeſſed for divers years then to come, of and in one Wharf in *Milford*-lane in the Pariſh of, &c. and of a certain ſtock of Wood and Coals thereupon, and in the Lighters of the ſaid Wharf, namely 124 Chaldron of Coals, valued at an hundred & two pounds, two ſhillings, and nine pence, forty thouſand of Oaken Billets, at, &c. ſix Horſes, ſix Carts with their furniture, Coal-ſacks, Lighters, Planks, Coal-meaſures, & new & old Wheels about the yard, valued at, &c. All which did amount in the whole to the ſum of three hundred pounds, five ſhillings, and nine pence, and did commit unto him the ſaid J. C. the uſe, occupation, and managing of the ſaid ſtock of Wood and Coals, and of the ſum of one hundred ninety ſeven pounds, fourteen ſhillings, and three pence, of lawful money of *England*, to be laid out in buying of Wood and Coals to make up the whole Stock five hundred and two pounds, to be uſed, managed, and employed, and ſupplied from time to time, by him the ſaid J. C. at the ſaid Wharf

Wharf for the term of ſeven years then next enſuing, if the ſaid I. and L. ſhould ſo long live, upon ſuch Conditions, Covenants, and Agreements, and in ſuch ſort as were mentioned, expreſſed, and contained in certain Articles of agreement indented, bearing date the ſixteenth day of *Auguſt*, 1637. in the ſaid Thirteenth year of his ſaid Majeſties Reign, made between the ſaid I.G. of the one part, and the ſaid J.C. of the other part, as in and by the ſaid Article, at large it doth and may appear. And whereas it is agreed, that the Agreement in the ſaid Articles ſhall ceaſe and be determined, and that the ſaid J. C. ſhall have, hold, retain, and keep the ſaid ſtock of Goods and Money to his own uſe, in conſideration of the ſum of, &c. of lawful money of *England*, agreed to be ſecured to be paid by the ſaid H. G. at certain days agreed upon: Now this Indenture further witneſſeth, that the ſaid J.G. for the conſideration aforeſaid, hath granted, bargained, ſold, aſſigned, and ſet over, and by theſe preſents doth fully, clearly, and abſolutely grant, bargain, ſell, aſſign, and ſet over unto the ſaid J. C. all the ſaid ſtock of Goods and Money before-mentioned, formerly delivered into the hands of the ſaid J. C. as aforeſaid; and doth alſo remiſe, releaſe, and for ever quit-claim unto the ſaid J. C. all Actions, Accompts, Claims, and Demands whatſoever, touching or concerning the ſame ſtock of Goods and Money, or any part thereof. *To have and to hold* the ſaid ſtock of Wood, Coals, Money, and other things before-mentioned, and every part of them unto the ſaid J. C. his Executors, Adminiſtrators, and Aſſigns, to his and their own proper uſe and behoof, and as his and their own proper Goods and Chattels for ever. And the ſaid J. G. for himſelf, his Executors, and Adminiſtrators, and for every of them, doth covenant, promiſe, and grant, to and with the ſaid J.C. his Executors, Adminiſtrators, and Aſſigns, and to and with every of them by theſe preſents, That he the ſaid J.C. his Executors, Adminiſtrators, and Aſſigns, ſhall and may from henceforth for ever, peaceably and quietly have, hold, and enjoy the ſaid ſtock of Goods and Money, and the ſame and every part thereof, to diſpoſe and convert to his and their own proper uſe and behoof, without the let, ſuit, trouble, claim, and diſturbance of him the ſaid J.G. his Executors, Adminiſtrators, or Aſſigns, or any of them, or of any other perſon or perſons whatſoever, claiming by, from, or under him, them, or any of them, or by, or under, or by reaſon of his, their, or any of their act or acts, right, title, intereſt, means, or procurement, &c. In witneſs, &c.

An Assignment of a Lease of a Messuage, divers plats of ground, with Buttals and Boundals, several Covenants, &c. with an Exception.

THis Indenture made the, &c. day of, &c. *Anno Dom.* 1632. and the eighth year of the Reign of our Soveraign Lord King *Charles*, &c. between S. A. of, &c. Gentleman, of the one part, and F. L. of, &c. Esquire, of the other part. Whereas Sir *John* T. late of, &c. Knight and Baronet, deceased, and the late Right Honourable N. Lord *Tufton*, and the Earl of *Thanet*, by the name of Sir *T. N.* Knight, Son and Heir apparent of the said Sir *John* T. now also deceased, by their Indenture bearing date the thirteenth day of *May*, in the fifteenth year of the Reign of our said Sovereign Lord King *Charles* over *England*, &c. for the consideration therein expressed, did demise, grant, and to farm let unto E. W. of, &c. his Executors and Assigns, all that the Messuage or Tenement, shed and plat of ground, scituate, lying, and being in *Chick-lane*, &c. containing by estimation one hundred foot in length from the North to the South, and in breadth Forty one foot from the East to the West; the Messuage or Tenement then in the tenure of J. W. lying on the East-side thereof, and the said *Chick-lane* on the North-side thereof; and the Messuage or Tenement then in the tenure of one R. S. on the West and South-sides thereof; and also their part of one Messuage or Tenement, or shed, and parcel of ground lying and being in *Chick-lane* aforesaid, containing by estimation Fourscore and twelve foot in length, and in breadth Eighteen foot; the Messuage or Tenement then in the tenure or occupation of one A. B. on the West-side thereof, the said *Chick-lane* on the North-side thereof; and the Messuage or Tenement then in the tenure or occupation of one H. S. on the South-side thereof, and then or late before in the tenure or occupation of the said A. B. his Assignee or Assignees; and all and singular the Messuages, Tenements, Houses, Edifices, Buildings, Rooms, Shops, Cellars, Sollers, and void ground unto the said Messuages or Tenements, shed and plats of ground before-mentioned to be demised, belonging, or in any wise appertaining. *To Have and to Hold* to the said *Edmond Waight*, his Executors, Administrators, and Assigns, from the Feast of the Annunciation of the blessed Lady Saint *Mary* the Virgin last past before the date hereof, unto the full end and term of Thirty one years from thence next ensuing, and fully to be compleat and ended. Yielding and

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paying therefore yearly, during the ſaid term, unto the ſaid Sir J. T. yearly, during his life, and after his deceaſe to the ſaid Right Honourable N. Lord T. and Earl of *Thanet*, his Heirs and Aſſigns, the full ſum of Eight pounds of lawful money of *England*, at two of the moſt uſeful Feaſts or Terms in the year; that is to ſay, at the Feaſts of St. *Michael* the Arch-angel, and the Annunciation of the bleſſed Lady the Virgin, *Mary*, by equal portions, as by the ſame Indenture more plainly may appear. And whereas by certain other Indentures bearing date the ſaid Thirteenth day of *May*, made between the ſaid Sir *John* T. and the ſaid N. Lord T. and Earl of *Thanet*, by the name of Sir N. T. Knight, on the one part, and the ſaid E. W. on the other part; it is covenanted, conditioned, and agreed by and between all the ſaid parties: And the ſaid E. W. for himſelf, his Executors, Adminiſtrators, and Aſſigns, did covenant, promiſe, and grant to and with the ſaid Sir I. T. and the ſaid N. Lord T. and Earl of T. their Heirs and Aſſigns, by the ſaid laſt mentioned Indenture, That the ſaid E. W. his Executors, Adminiſtrators, and Aſſigns, ſhould well and truly, yearly, during the ſaid term of one and twenty years, pay or cauſe to be paid to the ſaid Sir I. T. during his natural life, and after his deceaſe, to the ſaid N. Lord T. and Earl of T. his Heirs and Aſſigns, the full ſum of twenty three pounds of lawful money, &c. for and in the name of a fine or income for the ſaid Leaſe, at the two Feaſts aforeſaid, by equal portions. And whereas alſo the ſaid Sir I. T. and the ſaid N. Lord T. and Earl of T. by the name of N. T. Knight, have by their Indenture, bearing date the ſaid, &c. day of *May*, for the conſideration therein mentioned, demiſed, granted, and to farm let unto J. W. of, &c. all that their Meſſuage or Tenement, ſcituate, lying, and being in *Chick-lane* aforeſaid, late in the tenure or occupation of one *Agnes* W. and her Aſſignee or Aſſignees, containing by eſtimation from the Eaſt to the Weſt thirty foot in breadth, and in length from the North to the South threeſcore foot; the Tenement then in the occupation of the ſaid J. W. lying on the Eaſt-ſide thereof; the Tenement then of *Ralph* F. Gentleman, on the Weſt-ſide thereof; the Tenements then in the tenure or occupation of the ſaid *Ralph* F. on the South-ſide thereof; and alſo all the Tenement, ſhed, or piece of ground lying and being in *Chick-lane* aforeſaid containing by eſtimation one hundred and twenty foot of aſſize in length, and twenty eight foot in breadth, then or late before in the tenure or occupation of the ſaid J. W. or his Aſſignee or Aſſignees; the Tenement then in the tenure or occupation of one J. C. lying on the Eaſt-ſide there-

of; and the Tenement then in the tenure of one J. W. on the Weſt-ſide thereof; and the Tenement belonging to St. *Martins Orgas* on the South-ſide thereof; and alſo one other little piece or parcel of ground, ſcituate, lying, and being near *Chick-lane* aforeſaid, &c. containing by eſtimation in length nineteen foot from the Eaſt to the Weſt, and in breadth from the North, to the South ſixteen foot, late in the tenure or occupation of R. B. or of his Aſſignee or Aſſignees; the Tenement then in the occupation of the ſaid J. W. on the Eaſt-ſide thereof; and the Tenement then in the tenure of the ſaid *Ralph* F. on the Weſt-ſide thereof; the Tenement then in the tenure of R. S. and E. W. on the North-ſide thereof; and the Tenement in the tenure of the ſaid R. F. on the South-ſide thereof; and alſo all and ſingular Houſes, Edifices Buildings, Stables, and back-ſides, Back-houſes, Shops, Cellars, Sollers, &c. unto the ſaid Meſſuage, and ſeveral plats of ground before-demiſed, then belonging or appertaining, or to or with the ſaid demiſed premiſes then held, uſed, occupied, or enjoyed, as part, parcel, or member of them. *To have and to hold* all and ſingular the ſaid demiſed premiſes, with the appurtenances, to the ſaid J. W. his Executors, Adminiſtrators, and Aſſigns, from the Feaſt of the Annunciation of our bleſſed Lady the Virgin *Mary*, then laſt paſt before the date of the ſaid laſt recited Indenture, unto the full end and term of thirty and one years from thence next enſuing and fully to be compleat and ended. Yielding and paying therefore yearly, during the ſaid term, unto the ſaid Sir J. T. during his life, and after his deceaſe to the ſaid Right Honourable N. Lord T. and Earl of T. and his Heirs and Aſſigns, the full ſum of ſix pounds of lawful money of *England*, at the two Feaſts aforeſaid, by even and equal portions. And whereas by certain other Indentures, bearing date the ſaid thirteenth day of *May*, made between the ſaid Sir J. T. and the ſaid N. Lord T. Earl of T. of the one party, and the ſaid J. W. of the other party, : It is covenanted, concluded, condeſcended, and agreed by and between all the ſaid parties, and the ſaid J. W. for himſelf, his Executors, Adminiſtrators, and Aſſigns, did covenant, promiſe, and grant to and with the ſaid Sir J. T. and the ſaid N. Lord T. Earl of T. their Heirs and Aſſigns, That the ſaid J. W. his Executors, Adminiſtrators, and Aſſigns, ſhould well and truly, yearly, during the ſaid term of thirty and one years, pay or cauſe to be paid to the ſaid Sir *John T.* during his natural life, and after his deceaſe to the ſaid N. Lord T. Earl of T. his Heirs and Aſſigns, the full ſum of ſeventeen pounds of lawful money of *England*, for and in the name of a Fine or Income

come for the ſaid Leaſes, at the two Feaſts aforeſaid, by even and equal portions, as by the ſame ſeveral Leaſes, relation being unto them had, more at large it doth and may appear: which ſaid ſeveral Leaſes, Eſtates, and Intereſts of the ſaid E.W. and J.W. of, in, and to all and ſingular the aforeſaid premiſes, in and by the aforeſaid ſeveral Indentures of Leaſe demiſed, granted, and contained as aforeſaid, were by mean conveyances, and ſufficient aſſurances in the Law, conveyed to *John Witherings* Eſquire; and the ſaid J. W. by Deed indented under his hand and ſeal, bearing date the, &c. of, &c. 5 *Car.* hath conveyed his Eſtate, Intereſt, and term of years in the ſaid premiſes, unto the ſaid S. for, during, and until all the reſidue of the time then to come and unexpired of the ſaid ſeveral Indentures of Leaſe granted, be fully compleat and ended, as by the ſame Conveyances and Aſſurances, relation being thereunto had, it doth and may appear. Now this Indenture witneſſeth, That the ſaid S.H. for and in conſideration of the ſum of Three hundred and thirty pounds, &c. to him and his, at and before the enſealing and delivery of theſe preſents by the ſaid F.H. well and truly paid, whereof the ſaid S.H. doth acknowledge the receipt, and thereof, and of every part and parcel thereof, doth hereby for ever acquit and diſcharge the ſaid F. H. his Executors and Aſſigns, and every of them, hath granted, bargained, ſold, aſſigned, and ſet over, and by theſe preſents doth fully, clearly, and abſolutely grant, bargain, ſell, aſſign, and ſet over unto the ſaid F.H. and M. his Wife, all and ſingular the ſaid premiſes above-mentioned to be by the foreſaid Indentures, or any of them, demiſed, letten, or granted, or mentioned, meant, or intended to be in and by the ſame demiſed, letten, or granted, with their and every of their appurtenances; and all the Meſſuages, Houſes, Edifices, and Buildings now ſtanding, erected, and built: and all the ſaid original Indentures of Demiſe, and all mean Conveyances and Aſſignments thereof, and of every part thereof, and all the time and term of years yet to come, and unexpired, granted, mentioned or intended to be granted in or by the ſaid Indentures or any of them, and all the eſtate, intereſt, right, title, term and terms of years, claim, and demand whatſoever, which he the ſaid S. H. now hath yet to come and unexpired, of and in the ſaid demiſed premiſes, or any of them. *To have and to hold* all and ſingular the ſaid demiſed premiſes by theſe preſents mentioned or intended to be granted, aſſigned, or conveyed, and all the ſaid original Indentures of demiſe, and all means, conveyances, and aſſignments thereof, and all the term of years yet to come and unexpired, of and in the ſaid demiſed

mised premiſes, or any of them, unto the ſaid F. H. and M. his Wife, their Executors, Adminiſtrators, and Aſſigns, immediately from and after the making hereof, for and during all the reſidue of the ſaid ſeveral terms of, &c. years therein yet to come and unexpired. And the ſaid S. H. for himſelf, his Executors, and Adminiſtrators, and for every of them, doth covenant, promiſe, and grant to and with the ſaid F. H. his Executors, Adminiſtrators, and Aſſigns, and to and with every of them by theſe preſents, That he the ſaid S. H. hath not before the day of the date hereof, made, done, or committed any act or acts, thing or things, Grant, Leaſe, Eſtate, or Incumbrance whatſoever, whereby, or by reaſon whereof the ſaid Leaſes, Eſtates, and Premiſes before herein aſſigned and ſet over, or any part or parcel thereof, are or ſhall be fruſtrated, avoided, diſturbed, or incumbred. Except one Leaſe made by the ſaid F. M. and S. H. unto R. H. of a Meſſuage or Tenement, with the appurtenances, parcel of the premiſes aforeſaid, now or late in the occupation of J. S. by Indenture dated, &c. now laſt paſt for the term of ſixteen years, commencing from the Feaſt, &c. at the yearly Rent of a Pepper-corn: and except certain Leaſes in the ſaid Deed from the ſaid J. W. mentioned to be excepted ſeverally and reſpectively of ſeveral parts and parcels of the ſaid premiſes, before the ſaid S. had any Eſtate in the premiſes, or any part thereof, by E. W. to G. W. H. W. and T. K. &c. Upon which Leaſes divers ſeveral Rents are reſpectively reſerved, amounting in the whole to the ſum of Sixty one pounds yearly, or thereabouts, all which Rents ſhall or may be hereafter payable to the ſaid F. H. and M. his Wife, their Executors and Aſſigns; and except all other Leaſes and Eſtates mentioned and excepted in the ſaid Deed, from the ſaid J. W. &c. In witneſs, &c.

An Aſſignment of a Leaſe, reciting divers Leaſes, with ſeveral Covenants.

THis Indenture made, &c. *Anno Domini* 1633. between M. F. of, &c. and H. E. of, &c. of the one part, and J. W. of, &c. and R. H. of, &c. of the other part. Whereas the Wardens and Commonalty of the Myſtery of Mercers of the City of *London*, by their Indenture of Leaſe under their common Seal, bearing date the, &c. day of, &c. 1614. in the twelfth year of K. *James*, &c. for the conſideration therein expreſſed, did demiſe, grant, bargain and farm-let unto the Right Honourable T. late Earl of *Exeter* deceaſed, all that their Cloſe or parcel of Paſture ground, called or known by the name of, &c. containing by eſti-

eſtimation ten acres, be it more or leſs, ſituate, lying, and being in, &c. which Cloſe abutteth upon the Weſt, &c. on the Eaſt upon another Lane, then or ſometimes called *Strewd-lane*, leading from the, &c. towards the South, upon a Plat called or known by the name of the *Covent-Garden*, and towards the North, upon certain Lands called the, &c. and a Garden-plat, ſometime in the tenure of W. R. or his Aſſigns; which ſaid Cloſe called O. was ſometime in the tenure of Sir T. K. deceaſed, Father of the ſaid Earl, or of his Aſſigns. To have and to hold to the ſaid Earl of *Exeter*, his Executors, Adminiſtrators, and Aſſigns, the ſaid demiſed Cloſe or parcel of Paſture-ground, from the Feaſt-day of, &c. laſt paſt before the date of the ſame Indenture, unto the full end and term of Thirty years from thence next enſuing, and fully to be compleat and ended, at and for the yearly Rent of Ten pounds payable, as in and by the ſame Indenture of Leaſe, more at large it doth and may appear: By force whereof the ſaid T. Earl of *Exeter* entred into the ſaid premiſes, and was thereof lawfully poſſeſſed accordingly. And whereas the ſaid T. Earl of E. (being of the premiſes ſo poſſeſſed, as aforeſaid) by this Indenture, bearing date the 29th day of *October* 1615. and in the, &c. year of the ſaid Majeſties Reign, for the conſideration therein expreſſed, did grant, aſſign, and ſet over all his Eſtate and Intereſt in the premiſes, unto Sir W. S. of, &c. Knight, his Executors and Aſſigns, as by the ſame Indenture of Leaſe more at large appeareth. And whereas alſo the ſaid Sir W. B. by this Indenture of Leaſe, bearing date the fifteenth day of *February*, *Anno Domini* 1625, and in the, &c. year of the ſaid late Majeſties Reign, for the conſideration therein expreſſed, did demiſe, grant, and to farm let unto C. *Cundall* of, &c. all that piece of ground, parcel of the ſaid Cloſe or Paſture called and known by the name of E. *alias*, &c. containing in breadth throughout the whole length, Twenty foot of aſſize, &c. or thereabouts, adjoyning to, &c. together with free ingreſs, egreſs, regreſs, way and paſſage to and for the ſaid C. his Executors and Adminiſtrators, and to and for his and their Friends, Servants, and Aſſigns, with Horſes, Carts, and Carriages, or without, at their wills and pleaſures, in and from the ſaid demiſed premiſes, at all fit and convenient times, in, by, and through the ſaid ways ſet forth, or hereafter to be ſet forth by the ſaid Sir W. S. his Executors, Adminiſtrators, or Aſſigns, in or upon the ſame Cloſe. To Have and to Hold the ſaid parcel of ground, and other the before-demiſed premiſes, with the appurtenances, to the ſaid C. *Cundall*, his Executors, Adminiſtrators, and Aſſigns, from, &c. next enſuing the date of the ſame Indenture, unto

miſed premiſes, or any of them, unto the ſaid F. H. and M. his Wife, their Executors, Adminiſtrators, and Aſſigns, immediately from and after the making hereof, for and during all the reſidue of the ſaid ſeveral terms of, &c. years therein yet to come and unexpired. And the ſaid S. H. for himſelf, his Executors, and Adminiſtrators, and for every of them, doth covenant, promiſe, and grant to and with the ſaid F. H. his Executors, Adminiſtrators, and Aſſigns, and to and with every of them by theſe preſents, That he the ſaid S. H. hath not before the day of the date hereof, made, done, or committed any act or acts, thing or things, Grant, Leaſe, Eſtate, or Incumbrance whatſoever, whereby, or by reaſon whereof the ſaid Leaſes, Eſtates, and Premiſes before herein aſſigned and ſet over, or any part or parcel thereof, are or ſhall be fruſtrated, avoided, diſturbed, or incumbred. Except one Leaſe made by the ſaid F. M. and S. H. unto R. H. of a Meſſuage or Tenement, with the appurtenances, parcel of the premiſes aforeſaid, now or late in the occupation of J. S. by Indenture dated, &c. now laſt paſt for the term of ſixteen years, commencing from the Feaſt, &c. at the yearly Rent of a Pepper-corn: and except certain Leaſes in the ſaid Deed from the ſaid J. W. mentioned to be excepted ſeverally and reſpectively of ſeveral parts and parcels of the ſaid premiſes, before the ſaid S. had any Eſtate in the premiſes, or any part thereof, by E. W. to G. W. H. W. and T. K. &c. Upon which Leaſes divers ſeveral Rents are reſpectively reſerved, amounting in the whole to the ſum of Sixty one pounds yearly, or thereabouts, all which Rents ſhall or may be hereafter payable to the ſaid F. H. and M. his Wife, their Executors and Aſſigns; and except all other Leaſes and Eſtates mentioned and excepted in the ſaid Deed, from the ſaid J. W. &c. In witneſs, &c.

An Aſſignment of a Leaſe, reciting divers Leaſes, with ſeveral Covenants.

THIS Indenture made, &c. *Anno Domini* 1633. between M. F. of, &c. and H. E. of, &c. of the one part, and J. W. of, &c. and R. H. of, &c. of the other part. Whereas the Wardens and Commonalty of the Myſtery of Mercers of the City of *London*, by their Indenture of Leaſe under their common Seal, bearing date the, &c. day of, &c. 16 14. in the twelfth year of K. *James*, &c. for the conſideration therein expreſſed, did demiſe, grant, bargain and to farm let unto the Right Honourable T. late Earl of *Exeter*, deceaſed, all that their Cloſe or parcel of Paſture-ground, called or known by the name of, &c. containing by eſti-

eſtimation ten acres, be it more or leſs, ſituate, lying, and being in, &c. which Cloſe abutteth upon the Weſt, &c. on the Eaſt upon another Lane, then or ſometimes called *Strewd-lane*, leading from the, &c. towards the South, upon a Plat called or known by the name of the *Covent-Garden*, and towards the North, upon certain Lands called the, &c. and a Garden-plat, ſometime in the tenure of W. R. or his Aſſigns; which ſaid Cloſe called O. was ſometime in the tenure of Sir T.K. deceaſed, Father of the ſaid Earl, or of his Aſſigns. To have and to hold to the ſaid Earl of *Exeter*, his Executors, Adminiſtrators, and Aſſigns, the ſaid demiſed Cloſe or parcel of Paſture-ground, from the Feaſt-day of, &c. laſt paſt before the date of the ſame Indenture, unto the full end and term of Thirty years from thence next enſuing, and fully to be compleat and ended, at and for the yearly Rent of Ten pounds payable, as in and by the ſame Indenture of Leaſe, more at large it doth and may appear: By force whereof the ſaid T. Earl of *Exeter* entred into the ſaid premiſes, and was thereof lawfully poſſeſſed accordingly. And whereas the ſaid T. Earl of E. (being of the premiſes ſo poſſeſſed, as aforeſaid) by this Indenture, bearing date the 29th day of *October* 1615. and in the, &c. year of the ſaid Majeſties Reign, for the conſideration therein expreſſed, did grant, aſſign, and ſet over all his Eſtate and Intereſt in the premiſes, unto Sir W.S. of, &c. Knight, his Executors and Aſſigns, as by the ſame Indenture of Leaſe more at large appeareth. And whereas alſo the ſaid Sir W.B. by this Indenture of Leaſe, bearing date the fifteenth day of *February*, *Anno Domini* 1625, and in the, &c. year of the ſaid late Majeſties Reign, for the conſideration therein expreſſed, did demiſe, grant, and to farm let unto C. *Cundall* of, &c. all that piece of ground, parcel of the ſaid Cloſe or Paſture called and known by the name of E. *alias*, &c. containing in breadth throughout the whole length, Twenty foot of aſſize, &c. or thereabouts, adjoyning to, &c. together with free ingreſs, egreſs, regreſs, way and paſſage to and for the ſaid C. his Executors and Adminiſtrators, and to and for his and their Friends, Servants, and Aſſigns, with Horſes, Carts, and Carriages, or without, at their wills and pleaſures, in and from the ſaid demiſed premiſes, at all fit and convenient times, in, by, and through the ſaid ways ſet forth, or hereafter to be ſet forth by the ſaid Sir W. S. his Executors, Adminiſtrators, or Aſſigns, in or upon the ſame Cloſe. To Have and to Hold the ſaid parcel of ground, and other the before-demiſed premiſes, with the appurtenances, to the ſaid C. *Cundall*, his Executors, Adminiſtrators, and Aſſigns, from, &c. next enſuing the date of the ſame Indenture, unto

the full end and term of twenty and eight years from thence next enſuing, and fully to be compleat and ended. Yielding and paying therefore yearly, during the ſaid term of eight and twenty years, unto the aforeſaid W. S. his Executors, Adminiſtrators, and Aſſigns, the ſum of four hundred pounds of, &c. at the Feaſts of, &c. as in and by the ſame Indenture of Leaſe, amongſt divers other Covenants, Grants, Articles, and Agreements therein contained, more at large it doth and may appear: By force whereof the ſaid C. *Cundall* entred into the ſaid parcel of ground, with the appurtenances, and was thereof lawfully poſſeſſed accordingly. The eſtate and intereſt of which ſaid C. *Cundall*, of, in and to the ſame premiſes, did afterwards lawfully come to the hands and poſſeſſion of the ſaid J. W. and the ſaid J. W. did erect and ſet up certain Tenements, Sheds, and Edifices, in and upon the ſame parcel of ground ſo demiſed, as the ſaid C. *Cundall*, aforeſaid. And whereas alſo the ſaid Sir W. S. by his Indenture, bearing date the, &c. laſt paſt, for the conſideration therein expreſſed, did grant, bargain, ſell, aſſign, and ſet over all his eſtate, right, title, intereſt, reverſion, claim, and demand, of, into, and out of the ſaid Cloſe or parcel of Paſture-ground, called *Flins-field*, alias *Long-acre*, with the appurtenances, unto the ſaid H. E. his Executors and Aſſigns, for and during all the reſt and reſidue of the aforeſaid term of thirty years then to come and unexpired, as in and by the ſame Indenture, relation being thereunto had, more at large it doth and may appear. Which aſſignment to the ſaid H. E. was in truſt for the uſe and behoof of the ſaid M. F. his Executors, Adminiſtrators, or Aſſigns. Now this Indenture witneſſeth, That the ſaid M. F. and H. E. for and in conſideration of the ſum of, &c. to the ſaid M. F. by the ſaid J. W. at and before the enſealing and delivery of theſe preſents, well and truly paid, the receipt whereof the ſaid M. F. doth hereby acknowledge, and thereof, and of every part and parcel thereof, doth clearly acquit, exonerate, and diſcharge the ſaid J. W. his Executors, Adminiſtrators, and Aſſigns, and every of them, Have granted, bargained, aliened, ſold, aſſigned, and ſet over, and by theſe preſents doth clearly and abſolutely grant, bargain, ſell, aſſign, and ſet over unto the ſaid R. H. by and with the conſent and direction of the ſaid J. W. all that and every of their reverſion or reverſions, of and in the ſaid parcel of ground demiſed by the ſaid Sir W. S. to the ſaid C. *Cundall*, as aforeſaid, and of and in all Houſes, Edifices, and Buildings, erected, ſtanding, or being in or upon the ſame parcel of ground, or any part thereof, and the ſaid yearly rent of four pounds, reſerved due and payable for the ſame premiſes, and all other

rents,

rents, iſſues, and profits of the ſaid premiſes, and alſo all the eſtate, right, title, intereſt, property, reverſion, claim, and demand whatſoever, which they the ſaid M. F. and H. E. or either of them, now have or hath, or may, might, or ought to have, claim, and demand of, into, or out of the ſaid parcel of Ground, Houſes, Edifices, and buildings aforeſaid, or any of them, or of, into, or out of any part or parcel thereof; together alſo with the Counterpart of the ſaid Leaſe, made by the ſaid Sir W. S. to the ſaid C. *Cundall*, as aforeſaid. To have and to hold the ſaid parcel of Ground, Houſes, Edifices, Buildings, Reverſion, Rents, and all other the premiſes before in and by theſe preſents granted, bargained, ſold, aſſigned, or ſet over, and every part and parcel thereof, with their and every of their appurtenances, unto the ſaid R. H. his Executors, Adminiſtrators, and Aſſigns, from henceforth, for and during all the reſt and reſidue of the foreſaid Thirty years yet to come and unexpired. And the ſaid M. F. for himſelf, his Executors, and Adminiſtrators, and for every of them, doth covenant, promiſe, and grant to and with the ſaid R. H. his Executors, Adminiſtrators, and Aſſigns, and to and with every of them by theſe preſents, in manner and form following: that is to ſay, That it ſhall and may be lawful to and for the ſaid R. H. his Executors, Adminiſtrators, and Aſſigns, and every of them, from time to time, and at all times hereafter, for and during the reſt and reſidue of the ſaid term of Thirty years yet to come and unexpired, peaceably and quietly to have, hold, uſe, occupy, poſſeſs, and enjoy the ſaid parcel of Ground, Houſes, Edifices, and Buildings, and the rents, iſſues, and profits thereof, ſhall or may have, receive, take, and convert to his and their own proper uſe and behoof, without the lawful let, ſuit, trouble, eviction, diſturbance, or interruption of them the ſaid M. F. or H. R. or any of them, their or any of their Executors, Adminiſtrators, or Aſſigns, or any of them, or of any other perſon or perſons whatſoever, lawfully having or claiming, or which ſhall lawfully have or claim any lawful eſtate, right, title, or intereſt of, in, to, or out of the ſaid premiſes, or any part thereof, by, from, or under them, or either of them, or by reaſon of their act or acts, right, title, means, or procurement, other than ſuch as ſhall claim by force of the ſaid Leaſe made to the ſaid C. *Cundall*, and alſo free and clear, and freely and clearly acquitted, exonerated, and diſcharged by the ſaid M. F. his Executors or Adminiſtrators, or ſome or one of them from time to time, and at all times during the reſidue of the ſaid term of 30 years yet to come and unexpired, and well and ſufficiently ſaved and kept harmleſs of, for, from, touching and concerning the ſaid yearly

yearly Rent of Ten pounds, reſerved upon the ſaid original Leaſe, and by and from the ſaid Wardens and Commonalty of the Myſtery of Mercers, to the ſaid Earl of *Exeter*, as aforeſaid, as alſo free of all incumbrances had, made, committed, ſuffered, or done by them the ſaid M. F. and H. E. and either of them, their Executors, Adminiſtrators, or any of them, by their or any of their act or acts, defaults, means, or procurement. And the ſaid H. E. for himſelf, his Executors, Adminiſtrators, and Aſſigns, doth covenant and grant to and with the ſaid, &c. his Executors, &c. and to and with every of them by theſe preſents, That it ſhall and may be lawful to and for the ſaid R. H. his Executors, Adminiſtrators, and Aſſigns, and every of them, from time to time, and at all times hereafter, for and during the reſt and reſidue of the ſaid term of 130 years yet to come and unexpired, peaceably and quietly to have, hold, uſe, occupy, poſſeſs, and enjoy the ſaid parcel of Ground, Houſes, Edifices, Buildings, Rents, Reverſions, and all other the premiſes before, in and by theſe preſents granted, bargained, ſold, aſſigned, and ſet over, and every part and parcel thereof, with their and every of their appurtenances, without the let, ſuit, trouble, eviction, diſturbance, or interruption of him the ſaid H. E. his Executors, Adminiſtrators, or Aſſigns, or any of them, or any other perſon or perſons whatſoever, lawfully claiming, or which ſhall or may lawfully claim by, from, or under him, them, or any of them, or by, from, or under, or by reaſon of his, their, or any of their act or acts, right, title, intereſt, means, or procurement. In witneſs, &c.

A Leaſe of divers Lands, &c. with a Covenant to pay Heriots upon death, &c. with many other ſubſtantial Covenants.

THis Indenture made the, &c. between Sir H. *Oniel* of, &c. Knight, of the one part, and G. R. of, &c. Gent. of the other part, witneſſeth, That the ſaid Sir H. O. as well for and in conſideration of a certain ſum of money to him in hand paid, as alſo for divers other good cauſes and conſiderations him thereunto moving, Hath demiſed, granted, bargained, ſold, and to farm letten, and by theſe preſents doth demiſe, grant, bargain, ſell, and to farm let unto the ſaid G. R. all thoſe four Towns, or Town-lands, commonly called or known, or reputed to be known by the ſeveral names *Caſhall* K. E. F. &c. ſcituate and being within the Mannor, &c. in the County of, &c. according as the ſame are boundon, meeted, or butted, by and with the antients meets and bounds thereof, and as the ſaid Towns or Townſhips, and every or any of them have been enjoyed by

by the ſaid Sir H. O. or any other his Farmors, Leſſees, or Under-tenants, and now or late in the reſpective tenures, poſſeſſion, or occupations of the ſaid Sir H. O. or his Under-tenants, Farmors, Leſſees, or Aſſigns of him the ſaid H. O. Together with all and all manner of Houſes, Edifices, Buildings, Orchards, Gardens, Yards, Lands, Meadows, Paſture, Ways, Waters, Watercourſes, Commons, Profits, Eaſements, Commodities, Emoluments, and Hereditaments whatſoever, to the ſaid four Towns or Town-lands, them or any of them belonging, or in any wiſe appertaining, or with them or any of them, uſed, occupied, or enjoyed; and all rents and yearly profits, and other duties and ſervices reſerved or payable upon or by reaſon of any Leaſe or Leaſes, Demiſes or Grants heretofore to any perſon or perſons, covenanted or made of the premiſes, or any part or parcel thereof, and the Reverſion & Reverſions of the ſaid four Towns or Town-lands, and every of them, and of all and every the before-demiſed premiſes, depending or expectant, or remaining upon any Demiſes, Leaſes, or Grants now in being, or at any time pretended to be of the ſaid premiſes, or any part thereof, for term of life or lives, or for term of years, or otherwiſe howſoever. Except and always reſerved out of this preſent Demiſe and Grant of the ſaid demiſed premiſes, unto the ſaid Sir H. O. his Heirs and Aſſigns, all Timber-trees, Woods, and Underwoods, now growing, ſtanding, or being, or hereafter to grow, ſtand, or be in or upon the ſaid Towns or Town-lands, or in or upon any part or parcel thereof, together with all Felons goods, waiſs, eſtrayes, mines, minerals, priviledges, royalties and franchiſes whatſoever to the ſaid Towns or Town-lands, or any of them belonging, or in any wiſe appertaining; and together alſo with free ingreſs, egreſs, and regreſs, for taking, having, digging, receiving, ſelling, footing, and carrying away the ſaid Timber-trees, Woods, or Under-woods, or the Royalties, Priviledges and Freedoms aforeſaid. To Have and to Hold the ſaid Towns or Town-lands before-mentioned, and all other the premiſes, before, in, or by theſe preſents demiſed and granted, bargained and ſold, and every part and parcel thereof, with their and every of their appurtenances, and the Reverſion and Reverſions, Rents and yearly Profits of the ſame, and of every part and parcel thereof, unto the ſaid G. R. his Executors, Adminiſtrators, and Aſſigns, from the Feaſt-day of *All-Saints* laſt paſt, before the date of theſe preſents, unto the full end and term of Ninety and nine years from thenceforth next enſuing, and fully to be compleat and ended. Yielding and paying therefore yearly, and for every year during the ſaid term, unto the ſaid H. *Oniel*, his

his Heirs and Aſſigns, the yearly rent or ſum of, &c. of currant money of *England*, at the Feaſts of *Philip* and *Jacob*, and *All-Saints*, by even and equal portions, or within one and twenty days next after any of the ſaid Feaſts. And if it happen the ſaid yearly rent to be behind and unpaid in part or in all, contrary to the reverſion aforeſaid, and no ſufficient diſtreſs can or may be found or taken in and upon the ſaid demiſed premiſes, (A demand thereof being by the ſaid Sir *H. Oniel*, his Heirs or Aſſigns, firſt made) That then and from thenceforth it ſhall and may be lawful to and for the ſaid Sir *H. Oniel*, his Heirs or Aſſigns, or any of them, into the ſaid four Towns or Town-lands, and all and ſingular the aforeſaid demiſed premiſes, with the appurtenances, or in any part or parcel thereof, in the name of the whole to re-enter, and the ſame to claim, have again, enjoy, and re-poſſeſs, as in his and their firſt and former eſtate; any thing in theſe preſent Indentures contained to the contrary in any wiſe notwithſtanding.

A Covenant for new-building Meſſuages on the demiſed premiſes.

And the ſaid G.R. for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, and for every of them, doth covenant, promiſe, and grant to and with the ſaid Sir *H. Oniel*, his Executors, Adminiſtrators, and Aſſigns, and to and with every of them by theſe preſents, in manner and form following: that is to ſay, That he the ſaid G. R. his Executors, &c. ſhall and will within the ſpace of ten years next enſuing the date of theſe preſents, at his and their own proper coſts and charges, erect, new-build, and ſet up in and upon ſome convenient part of the premiſes by theſe preſents demiſed, three Meſſuages, Tenements, or Houſes, fit and convenient for Habitation, to be ſo erected of Timber, Stone, or Brick, according to the moſt uſual manner of building now uſed within the Realm of *England*; and the ſame being thus built, ſhall from time to time, and at all times during the aforeſaid term of, &c. years, keep and well maintain in good repair: and ſhall and will likewiſe from time to time, during the ſaid term, well and ſufficiently repair, amend, maintain, and keep all the Houſes, Edifices, Hedges, Ditches, Fences, and Encloſures in and about the ſaid demiſed premiſes, or any part thereof, in good and ſufficient reparations; and the ſaid demiſed premiſes, and every part thereof, being ſo well and ſufficiently repaired, maintained, hedged, fenced, ditch'd and amended, in the end of the ſaid term, ſhall and will quietly leave and yield up unto the ſaid Sir *H. O.* his Executors, Adminiſtrators, and Aſſigns. And that the ſaid G.R. his Executors, Adminiſtrators, & Aſſigns, and his and their under-tenants, ſhall and will from time to time, during

during the ſaid term, grind all their ſeveral kind of grain whatſoever, that they or any of them ſhall expend in and upon the ſaid demiſed premiſes, or any part thereof, at the Mill or Mills of him the ſaid *H. Oniel.* *A Covenant to pay Heriots.*

And the ſaid G.R. for himſelf, his Executors, Adminiſtrators, and Aſſigns, and for every of them, doth further covenant, promiſe, and grant to and with the ſaid Sir *H. Oniel*, his Heirs and Aſſigns, and to and with every of them by theſe preſents, That he the ſaid G.R. his Executors, Adminiſtrators, or Aſſigns, ſhall or will well and truly pay, or cauſe to be paid unto the ſaid Sir *H. O.* his Heirs or Aſſigns, ſuch ſeveral and reſpective Heriots for the ſaid demiſed premiſes, as are hereafter in theſe preſents mentioned and expreſſed: that is to ſay, Upon the death of the ſaid G.R. his Executors or Adminiſtrators, dying Tenant in poſſeſſion of the ſaid premiſes, or any part thereof, his or their beſt Beaſt in the name of one Heriot, and upon the deceaſe of every of his or their Leſſees, Farmor, or Under-tenant of the ſaid premiſes, or any part thereof, one half of the value of the price of his or their beſt Beaſt, in full lieu and ſatisfaction for the whole Heriot. And the ſaid Sir *H. Oniel* for himſelf, his Heirs, Executors, and Adminiſtrators, and for every of them, doth covenant, promiſe, and grant to and with the ſaid G. R. his Executors, Adminiſtrators, and Aſſigns, and to and with every of them by theſe preſents, That it ſhall and may be lawful to and for the ſaid G. R. his Executors, Adminiſtrators, and Aſſigns, and his or their Leſſees, Farmors, and Under-tenants, from time to time, and at all times hereafter, during the ſaid term, to have and take, in and upon the ſaid demiſed premiſes, competent and ſufficient houſe-boot, plough-boot, cart-boot, hedge-boot, and fire-boot, to be ſpent, expended, and employed in, about, and upon the ſame premiſes, and not elſewhere. And the ſaid Sir *H. O.* for himſelf, his Heirs, Executors, and Adminiſtrators, and for every of them, doth farther covenant, promiſe, and grant to and with the ſaid G.R. his Executors, Adminiſtrators, and Aſſigns, and to and with every of them by theſe preſents, in manner and form following: that is to ſay, That the ſaid Sir *H. Oniel* is and ſtandeth lawfully ſeized of and in the ſaid four Towns, Town-lands, or Townſhips before-mentioned in theſe preſents, and of and in all other the demiſed premiſes, with their appurtenances, of ſuch goods, perfect and lawful eſtate of inheritance in Fee-ſimple, as that he the ſaid Sir *H. O.* hath in himſelf good right, full power, and lawful authority hereby to demiſe, grant, bargain, ſell, and to farm let the ſaid four Towns or Town-lands before-mentioned, and all other the premiſes aforeſaid, with their and every of their appur-

appurtenances, unto the ſaid G. R. his Executors, Adminiſtrators, and Aſſigns, for ſuch term of years, and in ſuch manner and form as is herein before-mentioned and expreſſed. And for the further and better ſecuring and confirming of the ſaid four Towns or Town-lands, and other the premiſes, with the appurtenances, unto the ſaid G. R. his Executors, Adminiſtrators, or Aſſigns, for and during the term aforeſaid, and in manner and form as is aforeſaid, according to the true intent and meaning of theſe preſents, The ſaid Sir H. *Oniel* for himſelf, his Executors, Adminiſtrators, and Aſſigns, and every of them, doth covenant and grant to and with the ſaid G. R. his Executors, Adminiſtrators, and Aſſigns, and every of them by theſe preſents, That the ſaid G. R. his Executors, Adminiſtrators, and Aſſigns, and every of them, ſhall and lawfully may, from time to time, and at all times hereafter, during the ſaid term by theſe preſents granted, peaceably and quietly have, hold, occupy, poſſeſs, and enjoy well and truly the ſaid four Towns or Town-lands, without any moleſtation or hindrance wrought by the ſaid *H. Oniel*, or any claiming by, from, or under him, and alſo ſhall and may take, receive, and perceive all Rents, and all other profits of the ſaid four Towns or Town-lands; and all other the premiſes before in or by theſe preſents granted, bargained, ſold, or to farm letten, or mentioned, agreed, or intended to be hereby granted, bargained, ſold, and to farm letten, and every part and parcel thereof, with their and every of their appurtenances, under the Rents, Covenants, and Agreements in theſe preſents reſerved, mentioned, or contained, without the lawful let, ſuit, trouble, eviction, moleſtation, or interruption of the ſaid Sir *H. Oniel*, and the Lady M. his Wife, and of the Heirs or Aſſigns of the ſaid Sir *H. Oniel*, or any of them, or of any other perſon or perſons whatſoever, lawfully claiming, or which ſhall claim by, from, or under him, her, them, or any of them, free and clear, and freely and clearly acquitted, exonerated, and diſcharged, or well and ſufficiently ſaved and kept harmleſs of, for, from, touching and concerning all and all manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Eſtates for years, Statutes-Merchant, and of the Staple, Recognizances, Judgments, Executions, Annuities, Rents, Charges, Rents ſeck, and all other Charges, Titles, Troubles, and Incumbrances whatſoever, heretofore had, made, committed, ſuffered, done, or aſſented unto by the ſaid Sir *H. Oniel* (except the yearly Rent herein before reſerved.) In witneſs, &c.

A Joynture with divers limitations, &c. with a Proviſo for Revocation.

THis Indenture made the, &c. between V. W. of, &c. Eſq; and F. his Wife, formerly the Wife of G. A. Eſq; deceaſed, of the one part, and A. B. of, &c. Eſq; I. P. of, &c. Gent. and I. G. of, &c. Merchant, on the other part, witneſſeth, That the ſaid V. W. as well for and in conſideration of a Marriage heretofore had and ſolemnized by and between the ſaid V. W. and the ſaid F. his now Wife, and for ſetling of a competent Joynture for the ſaid F. if it ſhall happen to ſurvive the ſaid V. W. and for the ſetling, aſſuring, and conveying of all and ſingular the Mannors, Lands, Tenements, and Hereditaments hereafter in theſe preſents mentioned, with their and every of their appurtenances, in the name and bloud of the ſaid V. W. for ſo long time as it ſhall pleaſe Almighty God, and to the ſeveral uſes, intents, and purpoſes, and in ſuch manner and form as hereafter in and by theſe preſents is expreſſed, mentioned, and declared, according to, and in purſuit of a certain Agreement made between the ſaid V. W. and F. before their ſaid inter-marriage. And alſo for divers other good and valuable conſiderations him thereunto eſpecially moving, Hath granted, aliened, infeoffed, releaſed, and confirmed, and by theſe preſents doth grant, alien, infeoff, releaſe, and confirm unto the ſaid A. P. J. P. and J. G. their Heirs and Aſſigns, all that the Mannor of S. M. with all and ſingular the Rights, Members, and Appurtenances whatſoever thereunto belonging, or in any wiſe appertaining, ſcituate and being in the ſaid County of H. And alſo all and ſingular the Meſſuages, Lands, Tenements, Tofts, Crofts, Houſes, Edifices, Buildings, Barns, Stables, Dovehouſes, Mills, Orchards, Gardens, Meadows, Leaſows, Paſtures, Cloſes, Feedings, Parks, Warrens, Commons, Waters, Fiſhings, Ponds, Pools, Moors, Marſhes, Woods, Under-woods, Furzes, Heaths, Waſtes, Rents, Reverſions, Services, Views of Frank-Pledge, Courts Barons, Perquiſites, and Profits of Leets and Courts, Waiſes, Eſtrayes, Felons Goods, Goods of Fugitives and Out-Laws, Tythes, Oblations, Obventions, Royalties, Priviledges, Juriſdictions, Preheminences, and Hereditaments whatſoever of him the ſaid V. W. ſituate, lying, and being, renewing, growing, or coming in S. M. aforeſaid, or elſewhere in the ſaid County of H. And alſo all that the Advowſon, Donation, Nomination, Preſentation, free Diſpoſition, and Right of Patronage of the Parish-Church of S. M. aforeſaid; and all and every

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the Profits, Commodities, Emoluments, and other Hereditaments whatſoever, with all and ſingular the Appurtenances of him the ſaid V. W. ſcituate, lying, and being, coming, growing, ariſing, and renewing within the Towns, Fields, Pariſh, Hamlets, and Territories of S. M. aforeſaid, or elſewhere within the ſaid County of H. and all the eſtate, right, title, intereſt, property, claim, and demand whatſoever of him the ſaid V. W. of, in, and to the ſame Mannor, Meſſuages, Tenements, Hereditaments, and other the premiſes, and every part and parcel thereof; and the reverſion and reverſions, remainder and remainders thereof, and of every part thereof, and all and every the rent and rents thereupon reſerved, due and payable, or any part thereof. All which premiſes were by the ſaid V.W. bargained and leaſed to the ſaid A.B. J.P. and J. G. their Executors or Aſſigns, by Indenture bearing date, &c. for the term of three months next enſuing the making of the ſaid Indenture, as in and by the ſame Indenture, reference being thereunto had, may more fully and at large appear. To have and to hold the ſaid Mannor of S. M. with the appurtenances, and all and ſingular the ſaid Meſſuages, Toſts, Croſts, Lands, Tenements, and the ſaid Advowſon and right of Patronage of the Pariſh-Church of S. M. aforeſaid, and every the Profits and Emoluments hereby ariſing and renewing, and all and ſingular other the premiſes hereby conveyed and aſſured, or meant or mentioned, or intended to be by theſe preſents conveyed and aſſured; with their and every of their rights, members, and appurtenances, and the reverſion and reverſions, remainder and remainders thereof, and of every part thereof, unto the ſaid A B. J. P. and J. G. and their Heirs and Aſſigns, to the ſeveral uſes, intents, and purpoſes, and upon the truſt and confidence, and under the ſeveral proviſions, conditions, and limitation hereafter in and by theſe preſents expreſſed, limited, and declared, and to and for none other uſe, intent, or purpoſe whatſoever: (that is to ſay) As for and concerning all the Farm, Meſſuage, or Tenement commonly called or known by the name of *Cruſin-farm*, and all and every the Houſes, Buildings, Barns, Stables, Yards, Gardens, Orchards, and Lands, Arable, Meadow, and Paſture, containing by eſtimation one hundred acres, be the ſame more or leſs, to the ſaid Meſſuage, Farm, or Tenement belonging, or in any wiſe appertaining, with the appurtenances, ſcituate, lying, and being in S. M. the appurtenances now or late in the tenure or occupation of the ſaid A. B. or his Aſſigns; and all the Farm, Meſſuage, or Tenement in S. M. aforeſaid, together with all and every the Houſes, Edifices, Buildings, Barns, Stables, Yards, Gardens, Orchards,

Orchards, Arable Lands, containing by eſtimation ſixty acres, be the ſame more or leſs; and all Cloſes, Meadows, Paſtures, and Hereditaments to the ſaid Meſſuage or Tenement belonging, or in any wiſe appertaining, with the appurtenances, now or late in the tenure or occupation of the ſaid A. B. or his Aſſigns; and alſo all that Meſſuage or Tenement, Houſes, Buildings, Barns, Stables, Orchards, Gardens, Arable Land, containing by eſtimation an hundred acres, be the ſame more or leſs, Cloſes, Meadows, Paſtures, Lands, Tenements, and Hereditaments to the ſaid Meſſuage or Tenements belonging, or in any wiſe appertaining, ſcituate, lying, and being in S.M. aforeſaid, with the appurtenances, heretofore in the tenure or occupation of C. D. and now or late in the tenure or occupation of T. W. or his Aſſigns; and all thoſe Arable Lands, containing by eſtimation thirty acres, be the ſame more or leſs; and all thoſe Cloſes, Meadows, Paſtures, Lands, Tenements, and Hereditaments, with their and every of their appurtenances, ſcituate and being in S.M. aforeſaid, now or late in the occupation of, &c. or his Aſſigns; and alſo all thoſe twenty acres of Arable Lands, Meadows, and Paſtures in S. M. aforeſaid, now or late in the tnnure or occupation of W. H. or his Aſſigns; together with all and ſingular Ways, Eaſements, Commons, Common of Paſture, Profits, and Commodities whatſoever to the ſaid premiſes, or any part thereof belonging or appertaining, or therewith uſed and enjoyed, or excepted, reputed, or taken as part or parcel, or member thereof, with their and every of their appurtenances, To the uſe and behoof of the ſaid V.W. for and during the term of his natural life, without impeachment of or for any manner of ſtrip or waſte; and from and after his deceaſe, to the uſe and behoof of the ſaid F. for and during the term of her natural life, for her Joynture, and in lieu and recompence of her Dower and Title of Dower: and from and after the ſeveral deceaſes of them the ſaid V. W. and F. his Wife, then to the uſe and behoof of the firſt Son of the body of the ſaid V. W. on the body of the ſaid F. lawfully begotten, or to be begotten, and of the Heirs males of the body of ſuch firſt Son lawfully to be begotten: and for default of ſuch iſſue, then to the uſe and behoof of the ſecond Son of the body of the ſaid V. W. on the body of the ſaid F. lawfully begotten, or to be begotten, and of the Heirs males of the body of ſuch ſecond Son lawfully to be begotten: and for default of ſuch iſſue, to the uſe and behoof of the third, fourth, fifth, ſixth, ſeventh, eighth, ninth, tenth, and every other Son on the body of the ſaid F. lawfully begotten, or to be begotten, and of the Heirs males of the body of every ſuch to be

begotten Son lawfully to be begotten, the eldeſt Son, and the Heirs males of his Body being always preferred before the younger Son and the Heirs males of his Body, according to the ſeniority and priority of Birth and Age: and for default of ſuch iſſue, then as for and concerning all and ſingular the premiſes hereby limited and appointed to and for the Joynture and Livelihood of the ſaid F. with their and every of their appurtenances, and the reverſion and reverſions, remainder and remainders thereof, and of every part thereof, to the uſe and behoof of the ſaid A. B. J. P. and J. G. and their Aſſigns, for and during the term of their natural lives, and the life of the longeſt livers of them, and from and after their deceaſe, and the deceaſe of the Survivor of them, to the uſe and behoof of the Executors, Adminiſtrators, and Aſſigns of the Survivor or Survivors of them the ſaid A. B. J. P. and J. G. for and during, and unto the full end and term of Sixty years from thence next enſuing fully to be compleat and ended, upon truſt and confidence, and to the uſes, intents, and purpoſes hereafter in and by theſe preſents limited, expreſſed, and declared: (that is to ſay) From and after the deceaſe of them the ſaid A. B. J. P. and J. G. and of the Survivor of them, and from and after the end, expiration, and other determination of the ſaid term of Threeſcore years, as aforeſaid, then as for and concerning the Reverſion and Reverſions, Remainder and Remainders of the ſaid Meſſuage, Lands, Tenements, and Premiſes ſo limited, for lives and years aforeſaid: And as for and concerning all that the Mannor of S. M. aforeſaid, Mannor-houſe, or Capital Meſſuage, and all and every the Houſes, Edifices, Buildings, Barns, Stables, Yards, Orchards, Gardens, Lands, Cloſes, Meadows, Paſtures, Feedings, Tenements, and Hereditaments, commonly called or known by the name of *The Demeaſn Lands of the Mannor of S.M.* aforeſaid, ſcituate, lying, and being incloſed and invironed with a Ring-hedge near about the ſaid Capital Meſſuage, and for and concerning all other the Lands, Cloſes, Meadows, Paſtures, Feedings, Tenements, and Hereditaments, with their and every of their Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders thereof, whereof no Eſtate, uſe or uſes, is or are herein formerly limited and declared, to the uſe and behoof of the ſaid V. W. and his Aſſigns, for and during the term of his natural life, without any impeachment of, or for any manner of ſtrip or waſte, and from and after his deceaſe, to the uſe and behoof of ſuch perſon or perſons, for ſuch eſtate and eſtates, and for ſuch uſe and uſes, and in ſuch ſort, manner, and form, as the ſaid V.W. by any his Deed or Deeds, in writing indented,

ted, ſealed, delivered, and executed in the preſence of three credible Witneſſes at the leaſt, ſhall declare, limit, and appoint; and until ſuch declaration, limitation, or appointment, then to the uſe and behoof of G. W. eldeſt Son of the body of the ſaid V. W. and of the Heirs males of the body of the ſaid G. W. lawfully begotten, or to be begotten, and for default of ſuch iſſue, then to the uſe and behoof of R. W. ſecond Son of the body of the ſaid V. W. begotten; and of the Heirs males of the body of the ſaid R.W. lawfully to be begotten; and for default of ſuch iſſue, to the uſe and behoof of the third, fourth, fifth, ſixth, ſeventh, eighth, ninth, tenth, and every other Son of the body of the ſaid V.W. lawfully begotten, or to be begotten, and of the Heirs males of the body of every ſuch to be begotten Son, lawfully to be begotten, the elder Son and the Heirs males of his body to take place, and be preferred according to the ſeniority and priority of Birth and Age; and for default of ſuch iſſue, to the uſe and behoof of the Heirs of the ſaid V. W. lawfully begotten, or to be begotten; and for default of ſuch iſſue, to the uſe and behoof of the right Heirs of the ſaid V. W. for ever. And the true intent and meaning of theſe preſents, and of all the parties hereunto upon the execution of theſe preſents is, and the ſpecial truſt and confidence in them the ſaid A.B. J.P. and J.G. their Executors, Adminiſtrators, and Aſſigns, hereby repoſed, is hereby declared and agreed to be, That if in caſe the ſaid V. W. ſhall depart this life, having no iſſue male of his body upon the body of the ſaid F. lawfully begotten, or without leaving the ſaid F. with Child of a Son, who hereafter ſhall be born alive, and having at the time of his deceaſe one, two, or more Daughters of his body on the body of the ſaid F. lawfully begotten, then living; or if there be one onely Daughter, if ſhe be not preferred in Marriage with Eight thouſand pounds portion; or if there be two ſuch Daughters, and if they be not ſeverally preferred in Marriage with One thouſand pounds apiece; or if there be three ſuch Daughters, if they be not preferred in Marriage with portions of One thouſand marks apiece, as is hereafter mentioned: Or if the ſaid V. W. leaving the ſaid F. with Child of one or more Daughter or Daughters, who ſhall after be born alive, that then the ſaid A.B. J.P. & J.G. the Survivor & Survivors of them, his and their Executors, Adminiſtrators, and Aſſigns, out of the Rents, Iſſues, and Profits of the ſaid Meſſuages, Cottages, Cloſes, Paſtures, Meadows, Tenements, Hereditaments, and other the premiſes, with the appurtenances, ſo to them limited and appointed for lives and years, as aforeſaid, ſhall raiſe and levy as ſoon as conveniently may be, for the portion of ſuch Daughter,

if there be but one, the ſum of Two thouſand pounds of lawful, &c. to be paid to ſuch onely Daughter, her Executors and Aſſigns, at her age of Eighteen years, or day of Marriage, which ſhall firſt happen, or as ſoon as the ſaid ſum of Two thouaſnd pounds can be raiſed; and if there ſhall be two ſuch Daughters, the ſum of One thouſand pounds apiece; or if there be three Daughters, then for the portions of the three Daughters, the ſum of One thouſand marks apiece of currant, &c. to be paid to them, their Executors and Aſſigns ſeverally and reſpectively, at their ſeveral and reſpective Ages of Eighteen years, or days of Marriage, which ſhall firſt happen, or as ſoon as the ſame can be conveniently raiſed. And upon this further truſt and confidence, and to the intent and purpoſe that if it ſhall happen the ſaid V.W. die, leaving one only Daughter, or two or three Daughters of his body, on the body of the ſaid F. begotten, then living, or afterwards to be born as aforeſaid; and that the ſaid onely Daughter ſhall happen to depart this life before ſhe accompliſh her Age of Eighteen years, or day of Marriage; or if there fortune to be two or more Daughters, then if both, or all the ſaid Daughters die or depart this life before either or any of them accompliſh their ſeveral Ages of Eighteen years, or be married as aforeſaid; then the ſaid ſeveral ſums of money intended for the portions and advancements of ſuch Daughter or Daughters, as aforeſaid, or ſo much thereof as ſhall be raiſed or levied out of the Rents, Iſſues, and Profits of all or any the premiſes, (all charges and expences being defrayed, wherein full and liberal allowance ſhall be made and given) ſhall be ſatisfied or paid to ſuch perſon or perſons as the ſaid V. W. his Heirs or Aſſigns, by any Writing under his or their hand, ſubſcribed in the preſence of two or more credible Witneſſes, ſhall limit and appoint; and in default of ſuch limitation and appointment, to the Executors or Adminiſtrators of the ſaid V. W. and his Heirs. And upon this further truſt and confidence, and to the intent and purpoſe that the ſaid A.B. J.P. and J.G. and the Survivor and Survivors of them, his and their Executors and Aſſigns, ſhall out of the Rents, Iſſues, and Profits of the ſaid Meſſuages, Cottages, Lands, Tenements, Hereditaments, and Premiſes ſo to them limited for raiſing of portions, as aforeſaid, with their and every of their Appurtenances, levy and pay, or cauſe to be levied and paid to and for the maintenance of ſuch Daughter or Daughters, as aforeſaid; if there be but one onely Daughter, the ſum of 50 l. *per annum*; and if there be two or three Daughters, the ſum of 30 l. *per annum* apiece, until ſuch Daughter or Daughters reſpectively ſhall attain to her or their Age of Eighteen years, or ſhall be mar-

married, and her or their portions paid as aforeſaid. Provided always, that it is the true intent and meaning of all the ſaid parties to theſe preſents, That if the ſaid V. W. ſhall happen to depart this life without any iſſue female of his body upon the ſaid F. begotten, or without leaving the ſaid F. with Child of one or more Daughters that ſhall be after born alive, That then the Eſtate and Eſtates ſo limited, as aforeſaid, to the ſaid A. B. J P. and J. G. for their lives, and after their deceaſes, to their Executors and Adminiſtrators for Sixty years, ſhall ceaſe, determine, and be utterly void. Provided alſo, That from and immediately after ſuch time as the aforeſaid A. B. J. P. and J. G. their Executors or Aſſigns, ſhall or might have limited and raiſed the ſaid ſeveral ſums for portions and preſent maintenance of ſuch Daughter and Daughters, as aforeſaid, that the ſaid Eſtate for lives and years limited to them in truſt, as aforeſaid, ſhall ceaſe, determine, and be utterly void; and the ſaid Meſſuages, Cottages, Lands, and Tenements, and all and ſingular other the premiſes ſo to them limited, as aforeſaid, in truſt, ſhall immediately go and be to ſuch perſon or perſons to whom the Reverſions or Remainder of the ſaid Meſſuages, Lands, and Premiſes ſhall belong and appertain. And the ſaid V. W. for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, doth covenant, grant, and agree, to and with the ſaid A. B. J. P. and J. G. their Heirs, Executors, Adminiſtrators, and Aſſigns, and to and with every of them by theſe preſents, That the ſaid Meſſuages, Cottages, Cloſes, Meadows, Paſtures, Tenements, and Hereditaments, and all and ſingular other the premiſes before by theſe preſents ſo reſpectively limited and appointed for the Joynture of the ſaid F. now are, and ſo from time to time, and at all times hereafter (for and notwithſtanding any act or default of the ſaid V. W. his Heirs or Aſſigns, or any of them) ſhall remain, continue, and be to the ſaid F. and her Aſſigns, of the clear yearly value of, &c. over and above all charges and reprizes. Provided always, and upon this further condition, and to the further uſe, intent, and purpoſe, That if the ſaid V. W. happen to depart this life, leaving a Son of his body on the body of the ſaid F. lawfully begotten, and the ſaid F. do him ſurvive, and afterwards do inter-marry with any perſon or perſons whatſoever, that then, from, and immediately after the ſaid Marriage, as for and concerning one full fifth part (in five parts to be divided) of all and ſingular the ſaid Meſſuages, Lands, Tenements, and Hereditaments, with the Appurtenances before hereby ſpecified to be limited and appointed to and for the Joyn-

ture of the ſaid F. aforeſaid, that the uſe and uſes, eſtate and eſtates thereof limited to the ſaid F. ſhall ceaſe, determine, and be utterly void, and that from thenceforth they the ſaid A. B. J. P. and J. G. and the Survivor and Survivors of them, his and their Heirs and Aſſigns, ſhall ſtand and be ſeized of the full fifth part of the ſaid Meſſuages, Lands, and Premiſes, from and immediately after the Inter-marriage of the ſaid F. to the uſe and behoof of the ſaid Son of V. W. on the body of the ſaid F. begotten, for and during the term of the natural life of the ſaid F. for her maintenance, any thing herein contained to the contrary in any wiſe notwithſtanding. Provided alſo, and upon this condition, and ſo it is covenanted, granted, declared, and agreed, by and between all and every of the ſaid parties to theſe preſents, and their Heirs and Aſſigns reſpectively, and it is the true intent and meaning of theſe preſents, That it ſhall and may be lawful to and for the ſaid V. W. at any time hereafter, during his natural life, from time to time, by one or more Indenture or Indentures under his Hand and Seal, to leaſe, demiſe, ſet, and to farm let all and every or any of the ſaid Mannors, Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, with the Appurtenances, which have been uſually ſet and to farm letten, unto any perſon or perſons whatſoever, for the term of three lives, or for any number of years determinable upon one, two, or three lives, or for the term of One and twenty years, or over or under, in poſſeſſion, and not in reverſion; ſo as upon every ſuch Leaſe and Demiſe, the antient and accuſtomed Rent, or more, or the Rent or the Rents now payable or paid, or more (over and beſides Duties, Heriots, and Services due and accuſtomed) be thereupon reſerved; and ſo as ſuch Rents, Duties, Heriots, and Services upon ſuch Leaſe and Leaſes, ſeverally reſerved, ſhall and may be and continue due and payable unto him, her, or them reſpectively and ſucceſſively, unto whom the reverſion and reverſions, and remainder thereof, is hereby limited and appointed, as aforeſaid. Provided alſo, and upon this further condition, and ſo it is covenanted and agreed by and between all and every the parties to theſe preſents, That if at any time from and after the death of the ſaid V. W. the ſaid G. W. Son and Heir of the ſaid V. W. or ſuch other perſon or perſons as ſhall be Heirs at Law of the ſaid V. W. ſhall and do well and truly ſatisfie and pay, or cauſe to be ſatisfied and paid unto the ſaid A. B. J. P. and J. G. and to the Survivor or Survivors of them, his and their Heirs, Executors, Adminiſtrators, and Aſſigns, if H. A. ſon of the ſaid F. be then living, the ſum of Four thouſand and five hundred pounds of current, &c. And if the ſaid

H. A.

H. A. be dead, the ſum of Five thouſand pounds of like current money, at or in the,&c. To the end, that thereby the ſaid A.B. J.P. and J.G. their Heirs, Executors, Adminiſtrators, and Aſſigns, may be thereby enabled to purchaſe Lands and Tenements of the value of, &c. or may employ and diſpoſe of the ſame for the uſe,benefit, and advantage of the iſſue of the body of the ſaid F. lawfully begotten, or to be begotten ; or if the ſaid V.W. or the ſaid Heirs at Law,as aforeſaid,or any of them, ſhall at their own proper coſts and charges ſettle, convey, and aſſure, or cauſe and procure to be conveyed and aſſured, other Lands, Tenements, and Hereditaments, which ſhall be of the clear yearly value of Two hundred and fifty pounds *per annum*, above all Charges and Reprizes, unto the ſaid A.B. J.P. & J.G. their Heirs and Aſſigns, and to the Survivor and Survivors of them, his and their Heirs, Executors, Adminiſtrators, and Aſſigns, to the like ſeveral uſes, intents, and purpoſes, and upon the like truſts and confidences, and under the like conditions, proviſoes, powers, and limitations, as are hereby formerly limited and appointed, excepting onely the ſaid Meſſuage, Lands, and Tenements herein and hereby limited to and for the Joynture of the ſaid F. That then, and immediately from and after ſuch payment or ſettlement, as aforeſaid, the ſeveral uſes and eſtates herein and hereby limited (other than the eſtate for life limited to the ſaid F. as aforeſaid) of, for, or concerning the ſaid Lands and premiſes, for the uſe and benefit of the iſſue of the body of the ſaid V. W. on the body of the ſaid F. lawfully begotten, or to be begotten, and every of them, ſhall ceaſe, determine, and be utterly void. And the ſaid V. W. for himſelf, his Executors, Adminiſtrators, and Aſſigns, doth covenant, grant, and agree to and with the ſaid A.B. J.P.& J.G. their Heirs and Aſſigns, and to and with every of them by theſe preſents, That for or notwithſtanding any act or thing whatſoever, heretofore done or ſuffered by the ſaid V. W. his Heirs or Aſſigns, or hereafter by him, them, or any of them, to be done or ſuffered to the contrary, the ſaid V. W. now is, and ſo at the time when the firſt Eſtate of the ſaid Mannor, Advowſon , Meſſuages , Lands , Tenements, and Premiſes, and every part and parcel thereof, ſhall be conveyed and aſſured to the ſaid A. B. J. P. and J. G. their Heirs and Aſſigns, to the uſes aforeſaid, ſhall ſtand and be ſeized thereof , of a good, perfect, abſolute, and indefeazible Eſtate of inheritance in Fee-ſimple, or Fee-tail, without any Reverſion or Remainder in the Crown, or without any Covenant or uſe to alter,change, or determine the ſame. And alſo that he the ſaid V.W. for and notwithſtanding any act or thing whatſoever heretofore done

or ſuffered to the contrary, as aforeſaid, hath, and ſo at the time of the execution of the ſaid firſt Eſtate of the ſaid Mannor, Advowſon, Meſſuages, Lands, Tenements, and Premiſes, and every part and parcel thereof, with their and every of their Appurtenances, to the ſaid A. B. J. P. and J. G. their Heirs and Aſſigns, ſhall have full power, good right, and lawful authority to grant, convey, and aſſure the ſaid Mannors, Meſſuages, Lands, Advowſons, Tenements, and Premiſes, with their and every of their Appurtenances, to the ſaid A. B. J. P. and J. G. their Heirs and Aſſigns, to the uſes, intents, and purpoſes aforeſaid, according to the true intent and meaning of theſe preſents. And the ſaid V. W. for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, doth covenant, promiſe, grant, and agree to and with the ſaid A. B. J. P. and J. G. and their Heirs and Aſſigns, and to and with every of them by theſe preſents, That the ſaid V. W. and his Heirs, ſhall and will from time to time, and at all times hereafter, during and within the, &c. years next enſuing the date of theſe preſents, upon the reaſonable requeſt and at the coſt and charges in the Law of the ſaid V. W. his Heirs or Aſſigns, or any of them, do make, acknowledge, levy, execute, and ſuffer, or cauſe to be made, done, levied, acknowledged, executed, and ſuffered, all and every ſuch further and other lawful and reaſonable act and acts, thing and things, device and devices, conveyance and conveyances, aſſurance and aſſurances in the Law whatſoever, for the further, more perfect, and better aſſurance, ſurety, ſure-making, conveying, and aſſuring of the ſaid Mannor, Advowſon, Meſſuages, Lands, Tenements, and Hereditaments, and all and ſingular the premiſes, with their and every of their appurtenances, unto the ſaid A. B. J. P. and J. G. their Heirs and Aſſigns, to the uſes, intents, and purpoſes, and under the conditions, proviſoes, and limitations before-mentioned, expreſſed, and declared, and to and for none other uſe, intent, or purpoſe whatſoever, be the ſame by one or more fine or fines, with proclamations to be levied and executed in due form of Law, Feoffment or Feoffments, Recovery or Recoveries, with ſingle, double, or treble Voucher or Vouchers, Deed or Deeds, Enrolled or not Enrolled, the Enrolment of theſe preſents, Releaſe, Confirmation with warranty, as aforeſaid, or otherwiſe without warranty, or by all, every, or any of the foreſaid ways or means, or by any other lawful and reaſonable ways or means whatſoever, as by the ſaid A. B. J. P. and J. G. the Survivor or Survivors of them, his or their Heirs or Aſſigns, or as by his, their, or any of their Counſel learned in the Law, ſhall be reaſonably deviſed or required:

quired: which ſaid Fine or fines, Feoffment or Feoffments, Recovery or Recoveries, and aſſurances whatſoever had, made, and executed, or hereafter to be had, made, and executed by the ſaid V.W. his Heirs and Aſſigns, or by any other perſon or perſons whatſoever, touching and concerning all and every, or any of the premiſes, with their and every of their appurtenances, and every part and parcel thereof, ſhall be and enure, and ſhall be adjudged, demiſed, conſtrued, and taken to be and enure, to the uſes, intents, and purpoſes before in and by theſe preſents limited, expreſſed, and declared, and to and for none other uſe, intent, or purpoſe whatſoever; any former or other Declaration of uſe or uſes to the contrary thereof, in any wiſe notwithſtanding. Provided nevertheleſs, and upon the condition, and it is covenanted, declared, and agreed by and between all and every the parties to theſe preſents, their Heirs & Aſſigns, and every of them reſpectively by theſe preſents, That it ſhall and may be lawful to and for the ſaid V.W. at any time or times hereafter, during his natural life, by his Deed or Deeds indented, to be by him ſealed and delivered in the preſence of three or more credible Witneſſes, by and with the conſent and approbation of the ſaid A.B. J.P. and J.G. or of the Survivor or Survivors of them, his or their Heirs or Aſſigns, teſtified in Writing under their hands and ſeals, to alter, change, revoke, determine, or make void all or any the eſtate or eſtates, uſe or uſes, before by theſe preſents limited and appointed, except onely the uſes before hereby limited & appointed to or for the Joynture of the ſaid F. as aforeſaid; and that from and after ſuch alteration, change, revocation, determination, or making thereof, or of any part thereof, theſe preſents and all other aſſurances in the Law whatſoever, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued, and taken to be, and to enure. And they the ſaid A.B. J.P. & J.G. and their Heirs and Aſſigns, and the Heirs and Aſſigns of the Survivor and Survivors of them, ſhall ſtand and be ſeized of all and ſingular the premiſes (except before excepted) or ſo much thereof, whereof ſuch alteration, change, revocation, determination, or making void, ſhall be had and made, as aforeſaid, to ſuch other uſe and uſes, and to the uſe of ſuch perſon and perſons, and for ſuch Eſtate and Eſtates, and in ſuch ſort, manner, and form, as the ſaid V.W. by any Deed or Deeds indented, ſealed, delivered, and executed in the preſence of three or more credible Witneſſes, by and with ſuch conſent and approbation, ſhall declare, limit, or appoint: and from and after ſuch Revocation, in default of ſuch Declaration, Limitation, and Appointment, then to the uſes, intents and purpoſes before by theſe preſents limited, expreſſed

and

and declared, and to and for none other uſe, intent, or purpoſe whatſoever; any thing in theſe preſents, or in any former or other Declaration of uſe or uſes contained to the contrary thereof in any wiſe notwithſtanding. In witneſs, &c.

A Condition for the payment of Rent quarterly, for Lands held from year to year, at the pleaſure of the Leſſor.

THe Condition of this Obligation is ſuch, That whereas the above-bounden T. H. hath and holdeth from year to year, at the will and pleaſure of the above-named J. M. certain Cloſes and parcels of ground lying and being in the Pariſh of S. above-written, in the County of *Berks*, parcel of the Lands belonging to the Tenement there called B. for and under the yearly Rent of, &c. to be paid quarterly. If therefore the ſaid T. H. his Heirs, Executors, and Adminiſtrators, or any of them, do well and truly pay, or cauſe to paid unto the ſaid J. M. or to his certain Attorney, Executors, or Aſſigns, the ſaid yearly Rent of, &c. at the now dwelling-houſe of the ſaid J. M. in T. above-written, in manner and form as followeth: (that is to ſay) Upon the Four and twentieth day of *June* next enſuing the date hereof, &c. upon the Eight and twentieth day of *September* next alſo enſuing other, &c. upon the Four and twentieth day of *December* next alſo enſuing other, &c. other upon the Four and twentieth day of *March*, which ſhall be in the year of our Lord God, &c. and, &c. and ſo forth quarterly, and every quarter, the one next and immediately enſuing the other upon the like days, the ſum of, &c. during all the time and term that the ſaid T. H. and his Aſſigns, ſhall ſo hold and enjoy the ſaid Cloſes and Grounds, at the will of the ſaid J. M. And moreover, do from time to time, during all the ſaid term, at his own coſts and charges, maintain and keep the ſame premiſes in good and ſufficient fences and bounds; and in the end of the ſame time, do leave and yield up the ſame well and ſufficiently fenced and bounded, without any cavillation: That then, &c.

A Sale of the Moiety of Rent reſerved by Leaſe.

THis Indenture made the, &c. between R. B. of, &c. Executor of the laſt Will and Teſtament of R. R. late of, &c. deceaſed; and P. R. &c. on the one part, and A. G. &c. on the other part, witneſſeth, That whereas the ſaid P. R. being intereſſed and poſſeſſed by Leaſe dated, &c. made and granted

granted unto him the ſaid P.R. by and from one W. T. of, &c. or all that Meſſuage, Tenement, or Inne called or known by the name or ſign of the *Black-bell*, ſcituate in *Fleet-ſtreet*, in the Pariſh of St. *Dunſtans*, &c. and of all Cellars, Sollers, Rooms, Barns, Stables, Hay-lofts, Gate-houſes, Liberties of paſſage, Court-yards, Windows, Lights, Water-courſes, Racks, Planks, Mangers, and all other the appurtenances whatſoever to the ſaid Meſſuage or Tenement belonging, or appertaining, (except as in the ſaid Leaſe made to the ſaid P. R. or the premiſes, is excepted) did afterwards by his Indenture of Leaſe bearing date,&c. for the conſiderations therein expreſſed, demiſe, grant, and to farm let unto T. R. Citizen, &c. his Executors, Adminiſtrators, and Aſſigns,all thoſe Rooms, Chambers, Lodgings,Cellars, and Eaſements hereafter particularly mentioned, being parcel of the ſaid Meſſuage, Tenement, or Inne called, &c. and then in the tenure of the ſaid T. R. or of his Aſſigns; (that is to ſay) one Cellar lying under the Shop then and yet in the occupation of the ſaid T. R. or his Aſſigns, one Room or Chamber towards the ſtreet, called *The Crown*, being part over the ſaid ſhop, and part over the ſaid gate or way leading into the ſaid Meſſuage,Tenement, or Inn called the *Black-bell*; one other little dark Room or Chamber called the *Faggot-Chamber*, lying backward behind part of the ſaid Room or Chamber called the G. on the ſame floor, with liberty to make and contrive convenient light or lights, from the Yard of the ſaid Meſſuage, Tenement, or Inn aforeſaid, to ſerve the ſaid Room called the F. Room, and the ſame ſo made, to enjoy during the ſaid Leaſe; one other Room,Chamber, or Lodging towards the ſtreet,called *The Angel*, directly over the ſaid Chamber called C. one other Chamber or Lodging commonly called *The two Bed-Chambers*, lying backward behind part of the ſaid Room or Chamber called the *A.* on the ſame floor; and all other piece and parcel of the low Rooms then in the occupation of the ſaid T.R. or his Aſſigns, to contain by eſtimation, &c. next behind the Weſt-end or ſide of the ſaid ſhop, then in the occupation of the ſaid T.R. towards the North, for the making and contriving of a pair of ſtairs to lead from the ſaid ſhop unto the ſaid demiſed premiſes, and alſo from thence to make and contrive a convenient way or paſſage to lead into the Cellar before-mentioned; together with all lights, ways, eaſements, commodities and appurtenances to the ſaid premiſes belonging or appertaining. To have and to hold the ſaid, &c. unto the ſaid T. R. his Executors, Adminiſtrators, and Aſſigns, from the Feaſt of,&c.then next coming after the date of the ſaid Leaſe laſt recited,unto the end & term of,&c. from thence next

enſuing,

enſuing, and fully to be compleat and ended. And for and under the yearly Rent or Reverſion of the firſt two years, and one quarter of the ſaid term of one Pepper-corn, and afterwards during the whole term, for and under the yearly Rent of, &c. payable as in and by the ſaid Indenture of Leaſe, made to him the ſaid T.R. (amongſt divers other Covenants, Grants, Articles, and Agreements therein contained) more fully and at large it doth and may appear. And whereas afterwards the whole Eſtate, Right, Title, Intereſt, Term of years, Property, Claim, and Demand of the ſaid T. R. in and to the ſaid premiſes before-mentioned or recited, by good and ſufficient Conveyances in that behalf made, came into the hands and poſſeſſion of the ſaid R. R. who died thereof lawfully poſſeſſed, and by and after whoſe deceaſe the ſaid Indenture of Leaſe firſt mentioned, term of years and premiſes aforeſaid, was lawfully veſted and ſetled in the ſaid R. B. as Executor of the laſt Will and Teſtament of the ſaid R. R. And whereas the ſaid R.B. being of the premiſes ſo poſſeſſed as aforeſaid, by his Indenture or Deed indented, bearing date, &c. for the conſideration therein mentioned, did grant, bargain, ſell, aſſign, and ſet over unto J. C. &c. his Executors, Adminiſtrators, and Aſſigns, the moiety or one half part of the Meſſuage, Tenement, or Inne, called *The Black-bell*, aforeſaid, and the moiety of all and ſingular Shops, Cellars, Sollers, Rooms, Barns, Stables, Hay-lofts, Gate-houſes, Liberties of Paſſage, Courts, Yards, Windows, Lights, Water-courſes, Racks, Planks, Mangers, and all other the Appurtenances whatſoever to the ſaid Meſſuage, Tenement, or Inne belonging or appertaining, and the moiety of all Houſes, Edifices, and Buildings then ſtanding or being upon the premiſes, or any part thereof, and the moiety of all and ſingular other the premiſes whatſoever, mentioned to be demiſed in and by the ſaid Indenture of Leaſe firſt mentioned (except as in the ſame Indenture is excepted.) To Have and to Hold the ſaid moiety, or the ſaid Meſſuage, Tenement, or Inne, called the, &c. and of all other the premiſes aforeſaid, (except before excepted) unto the ſaid J. C. his Executors, Adminiſtrators, and Aſſigns, from thenceforth during the reſidue then to come and unexpired of the whole term granted by the ſaid Indenture of Leaſe firſt mentioned, made to the ſaid P. R. as aforeſaid, as in and by the laſt Indenture or Deed indented (amongſt other things alſo) more at large it doth and may appear. Now this Indenture witneſſeth, That the ſaid R. B. and P. R. for and in conſideration of the ſum of, &c. to him the ſaid P. R. by direction and appointment of the ſaid R. B. well and truly paid, before the enſealing

Recited.

enſealing and delivery of theſe preſents by the ſaid A. G. whereof they the ſaid R. B. and P. R. do acknowledge themſelves to be fully ſatisfied, contented, and paid; and thereof, and of every part and parcel thereof, do clearly acquit and diſcharge the ſaid A. G. his Executors and Adminiſtrators, by theſe preſents, Have granted, bargained, ſold, aſſigned, and ſet over, and by theſe preſents do clearly and abſolutely grant, bargain, ſell, aſſign, and ſet over unto the ſaid A. G. his Executors, Adminiſtrators, and Aſſigns, all that the moiety or half part of all and ſingular the ſaid Rooms, Chambers, Lodgings, Cellars, Ways, Lights, Liberties, Paſſages, Commodities, and Appurtenances, and of all other the premiſes demiſed to the ſaid T. R. by the ſaid P. R. in and by the ſaid Indenture of Leaſe before-recited, and of every part and parcel thereof, together with the moiety or half part of the ſaid yearly rent of, &c. reſerved by the ſaid Indenture of Leaſe, and full liberty, power, and authority to receive and take the ſame from time to time, at ſuch Feaſts and days as the ſame ſhall grow due and payable by the ſaid Leaſe, during the ſaid term thereby granted. To Have and to Hold the ſaid moiety of all and ſingular the ſaid Rooms, Chambers, Lodgings, Rents, and other the premiſes, with the appurtenances, before by theſe preſents mentioned to be granted, bargained, ſold, aſſigned, and ſet over, and every part and parcel thereof, with liberty, power, and authority to receive and take the ſaid Rents, as aforeſaid, unto the ſaid A. G. his Executors, Adminiſtrators, and Aſſigns, from the enſealing and delivery of theſe preſents, for and during all the reſt and reſidue of the ſaid term of, &c. years to him the ſaid T. R. granted as aforeſaid, now to come and unexpired, in ſuch like large and ample manner, to all intents and purpoſes, as they the ſaid R. B. and P. R. or either of them might, ſhould, or in any wiſe ought to have, take, and enjoy the ſame. And the ſaid R. B. and P. R. for themſelves and either of them, their and either of their Executors, Adminiſtrators, and Aſſigns, and for every of them, do covenant, promiſe, and grant to and with, &c. (that is to ſay) That the ſaid R. B. and P. R. or one of them, at the time of the enſealing and delivery of theſe preſents, are & ſtand, or one of them is and ſtandeth ſo lawfully & abſolutely poſſeſſed of the premiſes, as that they the ſaid R. B. and P. R. or one of them, now have or hath good right, full power, and lawful authority thereby to grant, bargain, ſell, aſſign, and ſet over the ſaid moiety of the ſaid ſeveral Rooms, Chambers, Lodgings, and other the premiſes, with the appurtenances before by theſe preſents mentioned to be granted, bargained, ſold, aſſigned, and ſet over, and every part and parcel thereof, unto the

the ſaid A. G. his Executors, Adminiſtrators, and Aſſigns, in manner and form aforeſaid. And further, that he the ſaid A.G. his Executors, Adminiſtrators, and Aſſigns, and every of them, ſhall from time to time, and at all times hereafter, during the reſt and reſidue of the ſaid term of, &c. years, granted to the ſaid T. R. as aforeſaid, peaceably and quietly have, hold, and enjoy the moiety of the ſaid Rooms, Chambers, Lodgings, and other the premiſes, with the appurtenances before-mentioned to be demiſed to the ſaid T. R. by the Indenture of Leaſe above-recited, and every part thereof; and the moiety of the ſaid yearly Rent of, &c. by the ſame Indenture reſerved, ſhall or may receive, take, and enjoy from time to time, as the ſame ſhall grow due during the ſaid term, without the let, ſuit, trouble, diſturbance, or eviction of him the ſaid R. B. and P. R. or either of them, their Executors, Adminiſtrators, and Aſſigns, or any of them, or of any other perſon or perſons whatſoever, lawfully claiming by, from, or under them, or either, or any of them; or by, from, or under their, or any of their means, act, title, conſent, or procurement, or by, from, or under the ſaid R. R. deceaſed; and alſo acquitted and diſcharged of and from all and all manner of former Grants, Bargains, Sales, Leaſes, Statute-Merchant and of the Staple, Recognizance, Judgments, Executions, Surrenders, Forfeitures, Re-entries, and of and from all other Titles, Troubles, Charges, and Incumbrances whatſoever had, made, committed, or done by the ſaid P. R. and R. B. and R. R. deceaſed, or any of them; or to be had, made, committed, or done by the ſaid P.R. and R.B. their Executors, &c. or any of them, or by their or any of their means, act, title, intereſt, default, conſent, or procurement. In witneſs, &c.

A Leaſe of Lands by way of Mortgage, in conſideration of a ſum of money.

THis Indenture made the, &c. between the Right Honourable E Earl of B. the Lady L his Wife, Counteſs of B. the Right Honourable the Lord M. Baron of R. in the County of, &c. Sir F. G. of, &c. and E. W. of, &c. on the one part, and J. W. of, &c. on the other part, witneſſeth, That in conſideration of the ſum of, &c. to the ſaid E. Earl of B. and the Lady L. Counteſs of, &c. in hand paid by the ſaid T. W. before the enſealing and delivery of theſe preſents, whereof they do acknowledge the receipt, and thereof, and of every part and parcel thereof, do hereby clearly and abſolutely acquit, exonerate, and

Conſideration.

and discharge the said J. W. his Heirs, Executors, Administrators, and Assigns, and every of them, for ever by these presents: They the said W. Lord M. Sir F. G. and E. W. at and by the special direction and appointment of the said E. Earl of B. and the Lady L. Countess of B. Have demised, granted, bargained, and sold, and by these presents do demise, grant, bargain, and sell unto the said J. W. his Executors, Administrators, and Assigns, all those Closes or Grounds hereafter particularly named, scituate, lying, and being in the Hamlets, Parish, or Fields of *Butler* in the County of R. (that is to say) One Close of Pasture and Meadow-ground, commonly called or known by the name of *New Cow-close*, containing by estimation 100 acres, now in the tenure or occupation of R. J. Gent. or his Assigns; one other Close of Pasture, called, &c. containing by estimation 170 acres at least, now in the tenure or occupation of *William Dalby*, or of his Assigns; two Closes of Pasture, &c. together with all and singular the ways, passages, profits, commodities, advantages, and appurtenances whatsoever to the said several Closes or Grounds, and every or any of them belonging, or in any wise appertaining, or with them or any of them, now or heretofore usually occupied, demised, or enjoyed, or accepted, reputed, taken, or knwon for or as part or parcel of them, or any of them; and the reversion and reversions, remainder and remainders, rents and yearly profits whatsoever, of all and singular the said Closes and Premises before-mentioned, and of every of them. To have and to hold the said Closes, Fields, Grounds, Hereditaments, and all and singular other the Premises, with their and every of their Appurtenances before by these presents demised, or mentioned to be hereby demised, granted, bargained, or sold, and every part and parcel thereof, unto the said J. W. his Executors, Administrators, and Assigns, from the, &c. day of, &c. next ensuing the date of these presents, unto the full end and term of 99 years, from thence next ensuing, and fully to be compleat and ended. Yielding and paying therefore yearly unto the said W. Lord M. Sir F. G. and E. W. their Heirs and Assigns, one Pepper-corn onely at the, &c. if the same be demanded. Provided always, and it is fully agreed between the said parties to these presents, and every of them, That if the said E. Earl of B. the Lady L. Countess of B. W. Lord M. Sir F. G. and E. W. or any of them, their or any of their Heirs, Executors, Administrators, and Assigns, or any of them, do and shall well and truly pay, or cause to be paid unto the said J. W. his Executors, Administrators, or Assigns, the sum of, &c. in or upon the, &c. at or in the, &c. between the hours of, &c. That

Grant.

That then this preſent demiſe, grant, bargain, and ſale ſhall be utterly void, fruſtrate, and of none effect; any thing herein before contained to the contrary thereof in any wiſe notwithſtanding. And that the ſaid E. Earl of B. the Lady L. Counteſs of B. W. Lord M. Sir F.G. and E.W. or ſome of them, their or ſome of their Heirs, Executors, Adminiſtrators, or Aſſigns, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid J.W. his Executors, Adminiſtrators, or Aſſigns, the ſaid ſum of, &c. in or upon the, &c. at or in the place aforeſaid, and between the hours of, &c. according to the true intent and meaning of theſe preſents. And further, That the ſaid Cloſe, Grounds, and other the Premiſes before in and by theſe preſents mentioned to be demiſed, granted, bargained, and ſold, now are and be, and ſo during the whole term of, &c. hereby granted, bargained, and ſold, ſhall be, remain, and continue of the clear yearly value of, &c. over and above all Charges and Reprizes. And moreover, if default be made in payment of the ſaid ſum of, &c. herein before in the ſaid Proviſo mentioned, or any part thereof, at the day, time, and place before-mentioned and limited for the payments thereof: That then the ſaid J.W. his Executors, Adminiſtrators, and Aſſigns, and every of them, ſhall and may from time to time, and at all times during the ſaid term of, &c. peaceably and quietly have, hold, uſe, occupy, poſſeſs, and enjoy the ſaid Grounds, Lands, Tenements, Hereditaments, and all other the premiſes herein before-mentioned to be demiſed, granted, bargained, or ſold, with all and ſingular their and every of their appurtenances, and every part thereof; without the let, ſuit, trouble, denial, diſturbance, expulſion, or interruption of the ſaid E. Earl of B. the Lady L. &c. W. Lord M. Sir F. G. and E. W. and of all and every other perſon or perſons whatſoever, and diſcharged of and from all other Bargains, Sales, Gifts, Grants, Leaſes, Statutes, Recognizances, Extents, Judgments, and all Charges, Eſtates, Titles, Troubles, and Incumbrances whatſoever, had, made, committed, ſuffered, or done, or to be had, &c. by the ſaid E. Earl of B. the Lady L. Counteſs of, &c. W. Lord M. Sir F.G. and E.W. or any of them, or by any other perſon or perſons whatſoever. And further, That if default be made in payment of the ſaid ſum of, &c. or any part thereof, at the day, time, and place aforeſaid, that then the ſaid E. Earl of B. the Lady L. Counteſs of B. W. Lord M. Sir F. G. and E. W. their Heirs,

For payment of the money.

For the quiet enjoying of the premiſes, upon default.

For further aſſurance upon default.

Heirs, Executors, Administrators, and Assigns, and all and every other person or persons lawfully having, claiming, or pretending to have or claim any manner of Estate, Right, Title, Interest, Claim, or Demand whatsoever of, in, or to the said Closes, Grounds, Hereditaments, and Premises, or any part thereof, shall and will make, do, suffer, and execute, or cause and procure to be done, made, suffered, and executed, all and every such further lawful and reasonable act and acts, thing and things, device and devices in the Law whatsoever, for the further, better, and more perfect assurance, surety, sure-making, and conveying of the said Closes, Grounds, and Premises, with the Appurtenances, and every part thereof, unto the said J. W. his Executors, Administrators, and Assigns, during the said term of ninety and nine years, according to the intent and meaning of these presents, as by the said J. W. his Executors or Assigns, or by his or their Counsel learned in the Law, shall be reasonably devised, or advised and required. And the said W. Lord M. Sir F. G. and E. W. for themselves severally, and not joyntly, nor one of them for each other, their several Heirs, Executors, Administrators, and Assigns, and for every of them respectively, do covenant, promise, and grant to and with the said J. W. his Executors, Administrators, and Assigns, and every of them, by these presents, That if default of payment be made of the said sum of, &c. or any part thereof, at the day, time, and place aforesaid, that then the said J. W. his Executors, Administrators, and Assigns, shall and may from time to time, and at all times during the said term of, &c. peaceably and quietly have, hold, possess, and enjoy the said Closes, Grounds, and other the premises before-mentioned to be hereby demised, granted, bargained, or sold, without the lawful let, suit, trouble, denial, disturbance, expulsion, eviction, or interruption of them the said W. Lord M. Sir F. G. and E. W. severally, their and every of their several and respective Heirs and Assigns, or any of them, or of any other person or persons lawfully claiming in, by, from, or under them, or any of them respectively, as aforesaid; and discharged and clearly acquitted of and from all former Bargains, Sales, Gifts, Grants, Statutes, Recognizances, Extents, Judgments, and of and from all other Charges, Estates, Titles, Troubles, and Incumbrances whatsoever had, made, committed, suffered, or done by the said W. Lord M. Sir F. G. and E. W. or any of them respectively, their or any of their several Heirs, Executors, Administrators, or Assigns, or any other person or persons, claiming or to claim in, by, from, or under them, or any of them severally and respectively, their or any of their several Estates, Act, Title, Means, Consent, or Pro-

curement. In witneſs whereof, the parties firſt above-named to theſe preſent Indentures have interchangeably ſet their hands and ſeals. Given the day and year firſt above-written, *Annoq; Dom.* 1634.

A Covenant that after the default of payment, the poſſeſſion of Lands in Mortgage ſhall be delivered to the Mortgagee, and alſo all Deeds and Writings concerning the ſame.

AND the ſaid A. B. for himſelf, &c. That he the ſaid A. B. his Heirs and Aſſigns, ſhall and will upon reaſonable requeſt to him or them to be made, after default ſhall happen to be made of or in any of the payments aforeſaid (if it ſhall happen ſo to fall out) deliver, or cauſe to be delivered unto the ſaid C. B. his Heirs and Aſſigns, the quiet and peaceable poſſeſſion and ſeizin of all and ſingular the before bargained premiſes. And ſhall then alſo, after ſuch default of payment, within one month then next enſuing, deliver and cauſe to be delivered unto the ſaid C. D. his Heirs and Aſſigns, as well all and ſingular the Letters-patents, Deeds, Evidences, Writings, Eſcripts, and Monuments before by theſe preſents bargained and ſold; as alſo the true copies of all ſuch other Deeds and Writings, as do touch and concern the before bargained premiſes, or any part thereof. Together with any other Lands, Tenements, and Hereditaments not before mentioned: The ſaid Copies to be written at the coſt of the ſaid D. his Heirs and Aſſigns.

A Letter of Attorney upon Covenant.

TO all Chriſtian people, &c. I O. B. of, &c. Son and Executor of A. B. &c. Whereas by one Indenture bearing date &c. made between the ſaid A. B. on the one part, and C. D. of, &c. on the other part, there are divers Covenants contained on the part and behalf of the ſaid C. D. his Executors and Adminiſtrators, to be kept and obſerved, touching a Leaſe granted to the ſaid A.B. by the Dean and Chapter of the Collegiate Church of, &c. of a certain Tenement lying in the Precincts of *Saint Martins le grand* in *London*, and covenanted to be transferred over by the ſaid A.B. to the ſaid C.D. as by the ſame Indenture, whereunto relation being had, more at large it may appear. Now know ye, that I the ſaid O.B. for divers good cauſes and conſiderations me moving, and eſpecially for that it appeareth by the ſaid Indenture that the name of my ſaid Father was uſed onely in truſt for the benefit of

E.D.

E. D. Wife of the ſaid C.D. and their iſſue, Have made, ordained, conſtituted, and in my ſtead and place put and appointed my well-beloved friend E. H. of, &c. to be my true and lawful Attorney, for me, and in my ſtead and name, if need require, to ſue, implead, and proſecute the ſaid C. D. his Executors or Adminiſtrators, for or upon the breach or non-performance of all or any the ſaid Covenants in the ſaid Indenture ſpecified, and to have, receive, and take for the uſe of, &c. aforeſaid, all ſuch benefit, ſum and ſums of money, commodity and advantage whatſoever, which ſhall be recovered or gotten by means of any ſuch ſuits, actions, or proceedings to be brought or commenced concerning the ſame; and all and other act and acts, thing and things whatſoever, which ſhall be needful to be done in and about the premiſes, the ſame for me, and in my ſtead and name, to do, execute, and perform, in ſuch like large and ample manner and form, to all intents and purpoſes, as I may, might, or could do, if I were there perſonally preſent. And whatſoever lawful actions, ſuits, proceſs, and proceedings ſhall be hereafter commenced, ſued, or proſecuted by the ſaid E. D. or his Aſſigns, againſt the ſaid C. D. his Executors or Adminiſtrators, touching the premiſes, I promiſe to allow, maintain, juſtifie, and confirm by theſe preſents, without releaſing or diſcharging the ſaid C. D. his Executors or Aſſigns of the Covenants aforeſaid, or any of them, or of any ſuit, proceſs, or proceedings thereupon to be brought or commenced. In witneſs, &c.

An Aſſignment, with a Proviſo to have the Leaſe again upon payment of a ſum of money.

THis Indenture made, &c. between G. B. of, &c. of the one part, and W. H. of, &c. of the other part. Whereas one R. G. and his Wife, by their Deed indented, bearing date, &c. for the conſideration in the ſaid Deed indented expreſſed, did demiſe, grant, and to farm let unto the ſaid G. B. all that the moiety and half-deal of the Mannor of D. with the appurtenances, ſet, lying and being in, &c. and the moiety and half-deal of all their Meſſuages, Dove-houſes, Edifices, Buildings, Lands, Tenements, Rents, Reverſions, Services, Mills, Meadows, Leaſows, Paſtures, Woods, Underwoods, Commons, Heaths, Profits, Commodities, and Hereditaments to the ſaid Mannor of, &c. belonging, ſet, lying, and being within the Town, Fields, Pariſhes, and Hamlets of C.N.D. within the ſaid County of G. or accepted, reputed, or taken, &c. To have and to hold, &c. with divers Covenants, Articles, Agreements, & Reſervations in the ſaid Indenture

ture contained, as by the ſaid Indenture, &c. Now this Indenture witneſſeth, That the ſaid G. B. for divers and ſundry, &c. hath given, granted, alienated, aſſigned, and ſet over, and by theſe preſents doth, &c. as well the ſaid moiety, &c. as alſo all the eſtate, right, title, uſe, intereſt, poſſeſſion, claim, and demand whatſoever of the ſaid G. B. had and made, as is aforeſnid. To have and to hold the ſaid moiety and half-deal of the ſaid Mannor of D. with the appurtenances, and all the eſtate, right, title, uſe, intereſt, claim, poſſeſſion, and demand whatſoever of the ſaid G. B. &c. Provided nevertheleſs, and it is agreed between the ſaid parties to theſe preſents, That if the ſaid G.B. his Heirs, Executors, or Aſſigns, or any of them, do at any time hereafter pay and deliver, or cauſe to be paid and delivered unto the ſaid W. H. his Executors or Aſſigns, or any of them, the ſum of, &c. of lawful money of *England*, at one intire payment, at or in the Church-porch of the Pariſh-Church of C. aforeſaid, within the ſaid County of G. at or in the place where the ſaid Pariſh-Church now ſtandeth, that then & from thenceforth, as well this preſent Grant & Aſſignment, and every Clauſe, Article, and Sentence herein contained, to be utterly void, fruſtrate, and of none effect: as alſo that then and from thenceforth the ſaid moiety of the ſaid Mannor of D. and all other the premiſes whatſoever, with their appurtenances, and every part and parcel thereof by theſe preſents aſſigned and ſet over unto the ſaid W. H. ſhall come and be to the ſaid G. B. his Executors and Aſſigns, for and during all the number of years that ſhall (at the time of the payment to be had and made in manner and form aforeſaid) be then to come and unexpired of the ſaid term of, &c. years granted unto the ſaid G. B. his Executors and Aſſigns, as is aforeſaid; as though this preſent Indenture of Aſſignment of the premiſes had not been had or made. In witneſs, &c.

A Revoking of a pretended Contract of Matrimony.

LEt all men know and take notice by theſe preſents, That we F. D. of S. and J. H. of, &c. being deſirous to have matters cleared between us concerning ſuch proceedings as have been about Treaty of Marriage between us; and that we both, notwithſtanding any pretence of Contract between us, may hereby declare and manifeſt to all people, that there was no abſolute Contract or Engagement between us at any time for marriage of each other, but that we are free one from the other in that kind, and may each of us freely marry with others: We do therefore freely, and without any compulſion, declare, mani-

manifeſt, and make known unto all people, that we the ſaid F. D. and J. H. were never abſolutely contracted together in any Contract of Matrimony, neither did we nor any of us profeſs or declare that we would marry each other, unleſs, &c. (our friends, &c.) we do therefore hold our ſelves no ways to be tied or obliged each to other in any manner of Contract of Matrimony, or for marriage each of other; and therefore we do hereby freely and abſolutely releaſe and diſcharge each other of and from all and all manner of Contracts of or for marriage heretofore had or pretended to be had or made between us; and we do hereby freely and fully releaſe, acquit, and diſcharge each other of us, and of and from all manner of Actions, Suits, or Claims proſecuted, or which may be begun or proſecuted in any Court Eccleſiaſtical or Civil, concerning the premiſes. And in teſtimony of our free and full conſent herein, we the ſaid F. D. and J. H. have hereunto ſubſcribed our names, the day of, &c.

An Aſſignment of Lands taken upon an Extent.

THis Indenture made the, &c. between T. H. of, &c. and W. W. of, &c of the one party, and J. B. of, &c. of the other party. Whereas the ſaid T. H. lately recovered by Judgment in his Majeſties Court of Kings-bench, the ſum of, &c. againſt T. C. of B. &c. and thereupon the ſaid T. H. in *Michaelmas*-Term laſt, did take and ſue forth Execution by Writ of *Elegit* directed to the then Sheriff of the ſaid County of W. Whereupon by Inquiſition, and by the Jurors then and there ſworn, taken by the ſaid Sheriff at the City of, &c. the day of, &c. amongſt other things it was found, That the ſaid T. C. at the time of the ſaid Inquiſition, was poſſeſſed for and during the term of, &c. years then to come, of and in one Meſſuage or Tenement, and divers parcels of Land, Meadow, and Paſture to the ſaid Meſſuage or Tenement belonging or appertaining in C. in the ſaid Pariſh of, &c. as his proper Goods; which ſaid term and intereſt of the ſaid T. C. of or in the ſaid Meſſuage or Tenement, the Jury at the time of the ſaid Inquiſition did apprize and value at, &c. pounds: which ſaid term of years the ſaid Sheriff the day of the ſame Inquiſition did deliver to the ſaid T. H. at the price and apprizance aforeſaid; To hold unto the ſaid T. H. and his Aſſigns, as his proper Goods and Chattels, according to the form of the Statute in that behalf made, and as parcel of the ſame debt and damages of the ſaid T. H. recorded as aforeſaid. And the ſaid Jurors alſo found, that the ſaid T. C. was at the time of the ſaid Inquiſition ſeized in

his demeasn, as of Fee, of and in one Messuage, and divers parcels of Land, Meadow and Pasture to the said Tenement belonging or appertaining, lying and being in B. &c. found by particular names and quantities, and then valued by the said Jurors to be worth,&c. yearly; the moiety of which said Messuages and Premises in B. by particular names and quantities, the said Sheriff did then also deliver unto the said T. H. at the rate and apprizement aforesaid: To hold to the said T. H. and his Assigns, as his Free-hold, according to the form of a Statute made on that behalf, untill the residue of the said debt of, &c. should be thereby fully levied, as by the said Inquisition more particularly and at large it doth and may appear. Which said debt so recovered by the said T. H. and the said Execution thereupon, was nevertheless in trust for the said W. W. party to these presents, and was the proper money of the said W. W. assigned to him the said T. H. as part of the Marriage-portion of, &c. Now witnesseth these presents, That the said W. W. and T. H. as well for and in consideration of the sum of, &c. paid unto the said W. W. as also for divers good causes and considerations them thereunto moving, Have granted, assigned, and set over, and by these presents do grant, assign, and set over unto the said J. B. all that the said Messuage or Tenement, Lands and premises in C. aforesaid; and all the estate, interest, title, and term of years yet to come, which the said W. and T. H. hath, or either of them hath, or have, or might have of, in, or unto the said Messuage, Tenement, Lands, and Premises, and every or any part thereof, by the said Extent or Inquisition aforesaid, or otherwise; and also all that the moiety or half-deal or part of the said Messuage or Tenement, Lands and Premises in B. aforesaid, and all the Estate and Interest which he the said W.W. and T. or either of them, have, hath, or might claim of, in, or unto the said Messuage, Lands, and Premises in B. or any part or parcel thereof, in as large, ample, and beneficial manner, to all intents and purposes, as the said W. W. or T. H. or either of them have, hath, or might hold, claim, or enjoy the same,&c. And the said W. W. and T.H. do severally,and not joyntly, each one for himself, his Executors and Administrators, covenant, promise, and agree to and with the said J. B. his Executors, &c. That he the said J.B. his, &c. shall and may from henceforth quietly hold, occupy, and enjoy all and singular the premises, and every part thereof, free from any former Grants,Charges, Assignment, and Incumbrances of the premises, or any part thereof, made by the said W. &c. or any claiming from,&c. And the said J.B. doth likewise by these presents, for himself, his Executors,&c. covenant,

nant, promiſe, and agree to and with the ſaid W. &c. That he the ſaid J. B. his Executors, &c. ſhall and will ſave, defend, and keep harmleſs the ſaid W. W. and T. H. their Executors, &c. of and from all manner of ſuits, troubles, charges, expences, and ſums of money, which the ſaid W. &c. ſhall be from henceforth at, put unto, ſuſtain, disburſe or undergo, for or by reaſon of the ſaid Extent, or any matter or thing therein contained, or that might come to happen to the ſaid W. &c. for or by reaſon of the eſtate which they or either of them had by Extent aforeſaid, or any the premiſes hereby aſſigned, or by any occaſion or reaſon riſing or growing therefrom, or by occaſion thereof. In witneſs, &c.

A Charter party for a Ships Voyage.

THis Charter party indented, made the, &c. in the, &c. between L. K. Maſter of a Ship or Bark called *The Flower-de-luce* of P. in the County of D. of the Burthen of One hundred Tuns or thereabouts, of the one part, and C. W. and B. S. Merchants of, &c. witneſſeth, That the ſaid Maſter hath demiſed, granted, and to fraight letten, and by theſe preſents doth demiſe, grant, and to fraight let unto the ſaid Merchants, their Factors and Aſſigns, all that the ſaid Ship or Bark, with her Tackling, Appurtenances, and her apparel thereunto belonging or appertaining, for and during one whole Voyage with the ſame Ship, to be done and made in manner and form following: (that is to ſay) The ſaid Maſter covenanteth, granteth, and agreeth, to and with the ſaid Merchants, and every of them, That the ſaid Ship or Bark, named *The Flower-de-luce*, now being preſſed and ready within the Port of the ſaid Town of S. ſhall with the firſt good wind and apt weather (as God ſhall ſend) next after the date hereof, make ſail and ſails from thence directly towards and unto the Key of the City of *Roan*, under the Dominion of the French King, and there to tarry and abide by the ſpace of, &c. days currant: During the which ſpace, the ſaid Maſter covenanteth there to receive into the ſaid Ship Wares and other Merchandize, ſuch as it ſhall then beſt pleaſe the ſaid Merchants, their Factors or Aſſigns, there to load to a compleat and full loading of the ſaid Ship. And the ſaid Merchants, and every of them, covenant to and with the ſaid Maſter, to load, or cauſe to be loaden there, within the ſaid ſpace, Wares, and ſuch other Merchandizes, as it ſhall then beſt pleaſe the ſaid Merchants, or their Factors, for their moſt profit, to the compleat and

full loading of the Ship, as is aforeſaid. And moreover the ſaid Maſter covenanteth, concordeth, bargaineth, and agreeth to and with the ſaid Merchants, and every of them, That the ſaid Ship with her ſaid loading laden in her within the ſaid place, ſhall with the firſt good wind and weather (as God ſhall ſend) next after the ſaid, &c. days be come and paſt, make ſail and ſails from thence directly towards and unto the ſaid Port of the ſaid Town of *S.* where the ſaid Ship ſhall with convenient ſpeed, after her there arrival, be diſcharged of her ſaid lading of Wares and other Merchandize laden in her, as aforeſaid; and the ſame out of the ſaid Ship there ſo diſcharged, ſhall be delivered unto the ſaid Merchants, or the Owners thereof, as ſafely and well-conditioned, (God ſending the ſaid Ship in ſafety.) And the ſaid Merchants, and every of them, covenant to and with the ſaid Maſter, then and there to receive the ſaid Loading laden in her as aforeſaid; and at the right diſcharge thereof, to pay or cauſe to be paid to the ſaid Maſter or his Aſſigns, the ſum of, &c. and alſo to pay during the ſaid Voyage, Windage, Groundage, Pilotage, and Loadmanage, and all other Arrearages, as in *Engliſh* Ships are accuſtomed. And the ſaid Maſter covenanteth, That the ſaid Ship is, and during the ſaid Voyage ſhall be ſtiff, ſtrong, and ſtanch, well and ſufficiently victualled, rigged, and apparelled, with ſufficient Mariners for the ſafe conducting of the ſaid Ship, and keeping of the Merchants Goods during the ſaid Voyage. In witneſs, &c.

A Mortgage of Lands upon Money, &c.

THis Indenture made the, &c. between T. A. of, &c. of the one part, and T. M. Vintner and Citizen of *London*, of the other part, witneſſeth, That the ſaid T. A. for and in conſideration of the ſum of, &c. of lawful money of *England*, in hand paid unto him the ſaid T. A. by the ſaid T. M. at and before the enſealing and delivery of theſe preſents; the receipt whereof the ſaid T. A. doth hereby acknowledge, and thereof, and of every part thereof, doth hereby alſo clearly acquit and diſcharge the ſaid T. M. his Heirs and Aſſigns: And for divers other good cauſes and conſiderations him the ſaid T. A thereunto moving, Hath demiſed, granted, bargained, and to farm letten, and by theſe preſents doth, &c. unto the ſaid T. M. his Executors, Adminiſtrators, and Aſſigns, all thoſe three ſeveral Paſtures of grounds lying in S. within the parts of *Holland*, in the County of L. containing by eſtimation, &c. be they more or leſs, now or late in the tenure or occupation of one J. B. his

Aſſignee

Aſſignee or Aſſignees. To have and to hold the ſaid three Paſtures, and every part and parcel thereof, with their and every of their appurtenances, unto him the ſaid T. M. his Executors and Aſſigns, from the Feaſt of, &c. now next enſuing the date of theſe preſents, for, during, and until the full end and term of 99 years from thence next enſuing, and fully to be computed compleat, and ended. Yielding and paying therefore yearly, during the ſaid term, unto the ſaid T. A. his Heirs, Executors, Adminiſtrators, or Aſſigns, one Pepper-corn, if it be lawfully demanded, at or on the Feaſt-day of S. *Michael* the Archangel. And it is hereby concluded and agreed by and between the ſaid parties to theſe preſents, and the ſaid T. A. doth for himſelf, and A. his Wife, their Heirs, Executors, &c. covenant, promiſe, and agree to and with the ſaid T. M. his Executors, Adminiſtrators, and Aſſigns, That it ſhall and may be lawful to and for the ſaid T. M. his Executors, Adminiſtrators, and Aſſigns, quietly and peaceably to have, hold, occupy, poſſeſs, and enjoy all and ſingular the ſaid three Paſtures or grounds and premiſes, with their and every of their appurtenances, from time to time, and at all times hereafter during the ſaid term, without the lawful let and interruption of him the ſaid T. A. and A. his Wife, their and either of their Heirs, Executors, or Aſſigns, or of any other perſon or perſons whatſoever, lawfully claiming from, by, or under them, or either of them; and alſo freed and diſcharged of and from all and all manner of former Bargains, Sales, Gifts, Grants, Judgments, Executions, and other charges of Incumbrances whatſoever, had, made, done, or ſuffered by them, or either of them. Provided always, and it is nevertheleſs agreed and concluded by and between the ſaid parties to theſe preſents, and it is the true intent and meaning thereof, That if the ſaid T. A. his Executors, Adminiſtrators, &c. or either of them, ſhall well and truly pay, or cauſe to be paid unto the ſaid T. M. his Executors, Adminiſtrators, and Aſſigns, the full and entire ſum of, &c. of lawful money of *England*, on the day of, &c. next enſuing the date of theſe preſents, at or in, &c. That then this preſent Indenture, Demiſe, and Grant, and every Clauſe and Article therein contained, ſhall ceaſe, determine, be void, and of none effect; any thing in theſe preſents contained to the contrary thereof, in any wiſe notwithſtanding. In witneſs, &c.

An

An Indenture of Bargain and Sale of a Mannor, with neceſſary Covenants.

THis Indenture made the, &c. between J. W. of, &c. on the one part, and R. D. of, &c. and B. his Wife, on the other part, witneſſeth, &c. Hath granted, aliened, bargained, and ſold, and by theſe preſents doth grant, alien, bargain, and ſell unto the ſaid R. D. and B. his Wife, their Heirs and Aſſigns, all that the Mannor of, &c. with the Appurtenances in the County of *Eſſex*; and all the Lands, Tenements, and Hereditaments, with the Appurtenances whatſoever, by what name or names ſoever the ſame, or any of them, be known or called, now in the tenure or occupation of W. E. or his Aſſigns: together with all and ſingular the Lands, Tenements, Profits, Commodities, and Hereditaments to the ſaid Mannor of H. belonging, or in any wiſe appertaining, or with the ſame at any time heretofore demiſed, uſed, or occupied, or reputed, taken, occupied, or known, as any part, parcel, or member thereof; and all other his Meſſuages, Lands, Tenements, and Hereditaments whatſoever, lying and being in the Pariſh of, &c. or in any of them in the ſaid County of E. and all and ſingular the Reverſion and Reverſions, Remainder and Remainders of them, and every of them, and all Rents reſerved upon any Demiſe or Leaſe of them, or any part of them; and alſo all the eſtate, right, title, or intereſt, uſe, poſſeſſion, claim, and demand whatſoever, which he the ſaid J. W. now hath, may, might, ſhould, or in any wiſe ought to have of, in, and to all and ſingular the ſaid bargained Premiſes, or any part thereof; together with all and ſingular Evidences, Deeds, Eſcripts, Charters, Writings, Court-Rolls, Books of Survey, and Monuments whatſoever concerning the ſame, as be now in the hands, cuſtody, and poſſeſſion of the ſaid J. W. or in the hands, cuſtody, and poſſeſſion of any other perſon or perſons whatſoever, to his uſe, by his delivery, or which he may lawfully get or come by, without ſuit in Law. And the ſaid J. W. doth covenant, promiſe, and grant for himſelf, his Heirs, Executors, and Adminiſtrators, and for every of them, to and with the ſaid R. D. and B. his Wife, their Heirs and Aſſigns, upon reaſonable requeſt, to deliver or cauſe to be delivered unto the ſaid R. D. and B. or either of them, their or either of their Heirs or Aſſigns, at or before the Feaſt-day of Saint *Michael* the Archangel next enſuing the date of theſe preſents, true Copies of all ſuch Evidences and Writings as concern the ſaid Lands, together with any other Lands of the ſaid J. W. to be written at the coſts and charges of the ſaid R. and B. or either of them, their Heirs

or

or Aſſigns. To Have and to Hold all and ſingular their ſaid Mannor of H. Lands, Tenements, and all other the aforeſaid premiſes, and all and ſingular their Appurtenances, before in and by theſe preſents bargained and ſold, and every part and parcel thereof, unto the ſaid R. D. and B. his Wife, their Heirs and Aſſigns for ever. And the ſaid J. W. for himſelf, his Heirs, Executors, and Adminiſtrators, doth covenant and grant to and with the ſaid R. D. and B. his Wife, their Heirs and Aſſigns, by theſe preſents, in manner and form following: (that is to ſay) That he the ſaid J. W. at the time of the enſealing and delivery of theſe preſents, is, and ſtandeth lawfully & ſufficiently ſeized of ſuch a good, perfect, lawful, and abſolute, and indefeazible Eſtate of inheritance in Fee-ſimple, or Fee-tail, and no Reverſion or Remainder thereof in the Kings Majeſty, and to his and their own uſe and uſes, without any manner of condition or limitation of any other uſe or uſes, to alter, change, or determine the ſame Eſtate of and in the ſaid Mannor, Lands, Tenements, and Hereditaments, and all other the aforeſaid Premiſes, before in and by theſe preſents mentioned or intended to be granted, aliened, bargained, and ſold, as he the ſaid J. W. can and may lawfully and ſufficiently grant, convey, and aſſure all and ſingular the ſaid Mannor of H. Lands, Tenements, and Hereditaments, and all other the aforeſaid premiſes, with all and ſingular the appurtenances, unto the ſaid R. B. his Heirs and Aſſigns for ever, according to the true intent and meaning of theſe preſents. And alſo the ſaid J. W. for himſelf, &c. doth covenant, promiſe, and grant to and with the ſaid R. D. and B. his Wife, and either of them, their and either of their Heirs and Aſſigns by theſe preſents, That all and ſingular the ſaid Mannor of H. Lands, Tenements, and all other the foreſaid premiſes, with the appurtenances before in and by theſe preſents granted, aliened, bargained, and ſold, and every part and parcel thereof, at the time of enſealing and delivery of theſe preſents, are and be, and at all times hereafter ſhall be, remain, and continue clearly acquitted, exonerated, and diſcharged, or otherwiſe upon requeſt ſufficiently ſaved and kept harmleſs, of and from all and all manner of former Bargains, Sales, Gifts, Grants, Leaſes, Rents, Charges, and Arrearages of Rents, Duties, Titles, Troubles, and Incumbrances whatſoever, had, made, committed, ſuffered, or done, or to be had, made, &c. by the ſaid J. W. his Heirs or Aſſigns,

Habend.

That he is ſeized in fee, & hath power to grant.

That the premiſes are diſcharged of Incumbrances.

Assigns, or by any other person or persons whatsoever, by his or their means, acts, titles, consents, and procurements; except one Lease,&c. And also that they the said R.D. and B. his Wife, and either of them, their and either of their Heirs and Assigns, and every of them, shall and may at all times hereafter, and from time to time for ever, according to the true intent and meaning of these presents, peaceably, lawfully, and quietly have, hold, use, occupy, possess, and enjoy all and singular the said Mannor of A. Lands, Tenements, and all other before-bargained premises, with all and singular their appurtenances before in and by these presents mentioned to be granted, aliened, bargained, and sold, and every part and parcel thereof, without any manner of lawful let, suit, trouble, eviction, or disturbance of the said J. W. or his Assigns, or of any other person or persons whatsoever, claiming or lawfully having, or which shall hereafter have any manner of Estate, Right, Title, Charge, or Interest of, in, or to the said Mannor, and all other the premises, or of, in, or to any part or parcel thereof, by, from, or under the said J. W. his Heirs or Assigns, (all such persons as do claim by force of the Lease before excepted, onely excepted.) And furthermore, that the said Mannor of H. and all other the aforesaid premises, or any part or parcel thereof, are not holden of his Majesty *in capite*, whereby any License of Alienation shall be needful to be had or sued forth, for the bargain, sale, conveying, and assuring of the said Mannor, and other the premises, unto the said R. D. and B. their Heirs and Assigns: Nor that the said R. D. his Heirs or Assigns, shall at any time or times hereafter be Ward or Wards unto our said Soveraign Lord the Kings Majesty, his Heirs and Successours, for or in respect of the said Mannor of, &c. and all other the premises, or any part or parcel thereof.

Covenant for further assurance.

And also the said J. W. for himself, his Heirs, Executors, and Administrators, doth covenant, &c. That the said J.W. and M. now his Wife, and the Heirs and Assigns of the said L. and all and every other person and persons whatsoever, now having or lawfully claiming, or which shall hereafter rightfully claim any manner of Estate, Right, Title, or Interest of, in, and to the said Mannor, and all other the said premises, or any part or parcel thereof, by, from, or under the said J.W. his Heirs and Assigns, (except such person or persons as shall claim by force of Lease, before excepted) shall and will at all times hereafter, for and during the term of three years next ensuing the day of the date of these presents, do, make, acknowledge, execute, and suffer or cause to be made, done, acknowledged, executed, and

and ſuffered all and every ſuch further lawful act and acts, thing and things, device and devices, conveyances and aſſurances in the Law whatſoever, with warranty againſt him the ſaid J. W. and his Heirs, for the further and more aſſurance and ſure-making of the ſaid Mannors, Lands, Tenements, and of all and ſingular other the premiſes, with the appurtenances, and every part and parcel hereof, to be had and made ſure unto the ſaid R. D. and B. their Heirs and Aſſigns for ever abſolutely, without any manner of condition or other limitation; be it fine or fines with proclamation, with warranty againſt him the ſaid J. W. his Heirs and Aſſigns, recovery with double and ſingle Voucher or Vouchers, Deed or Deeds enrolled, the Enrolment of this preſent Feoffment, with warranty againſt him the ſaid J. W. his Heirs or Aſſigns, releaſe with confirmation with the like warranty, or without warranty, or by any, or as many of the devices, ways, and means aforeſaid, as by the ſaid R. D. and B. or either of them, their Heirs or Aſſigns, or by their or any of their Counſel learned in the Law, ſhall be reaſonably deviſed, or adviſed and required, at the onely coſts and charges of the ſaid R. D. and B. their Heirs and Aſſigns, ſo that the ſaid J. nor M. his Wife, be not compelled to travel from his or their homes, or uſual places of abode, further than the Cities of *London* and *Weſtminſter*, about the ſame Aſſurances. And moreover the ſaid J. W. for himſelf, his Heirs, Executors, and Adminiſtrators, doth covenant, promiſe, and grant to and with the ſaid R. D. and B. and either of them, and to and with the Heirs and Aſſigns of either and every of them by theſe preſents, in manner and form following: (that is to ſay) That if it ſhall happen at any time within twelve years next after the date hereof, the ſaid R. D. and B. and either of them, their or either of their Heirs or Aſſigns, to be lawfully evicted of or from the ſaid Mannor, or any of the Lands, Tenements, and other the aforeſaid premiſes, without any fraud or covin of the ſaid R. D. and B. or either of them, their Heirs or Aſſigns, by reaſon of any right, title, eſtate, or intereſt to be had or made by R. W. the Grandfather, or J. W. the Father of the ſaid J. or the ſaid J. or by any other perſon or perſons claiming in, by, or under their or any of their eſtates, titles, or intereſts: That then he the ſaid J. his Heirs, Executors, or Adminiſtrators, or ſome of them, ſhall and will within ſix months next after ſuch eviction ſo to be had of the ſaid Mannor, or of any other the premiſes, or any part or parcel thereof, upon reaſonable requeſt to be made at or in the

If the Buyer be lawfully evicted, within 12 years, the Seller's to pay 5 l. an Acre.

the,&c. well and truly pay, or cauſe to be paid unto the ſaid R. D. and B. their Heirs and Aſſigns, for every acre five pound, and ſo after that rate and rate like, and that without fraud, covin, or further delay. In witneſs, &c.

An Indenture to lead the uſe of a Fine.

THis Indenture made the,&c. between F.G. of,&c. of the one part, and R. W. of, &c. of the other part. Whereas it is condeſcended unto,and agreed between the ſaid F.G. his Heirs, &c. and the ſaid R.W. his Heirs, &c. that the ſaid F.G. his Heirs ſhall from time to time, during two years next enſuing the date of theſe Indentures, do, cauſe, ſuffer and make ſuch aſſurance of his Mannors of M. and S. in the County of D. and the Advowſon of the Church of A. and of all his Lands,Tenements, Rents,Reverſions,Services,and Hereditaments whatſoever in M. and D. in the County of D. in ſuch manner and form as by the ſaid R.W. his Heirs and Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably deviſed, adviſed, or required, at the coſts and charges of the ſaid R.W. Now witneſſeth this Indenture, That the ſaid R.W. hath deviſed that the ſaid F. G. at the Term of St. *Hillary* next enſuing the date above-written, ſhall levy and acknowledge one Fine, &c. of the ſaid Mannors, Lands,Tenements,Advowſons,and all other the premiſes, to the ſaid R. W. and his Heirs, in due form of Law: which Fine ſo to be had,levied,and executed,touching and concerning the ſaid Mannor of M. &c. and all the Lands,Tenements,Meadows,Leaſows, Paſtures, and Hereditaments, with the Appurtenances to the ſaid Mannor of M. &c. belonging, to the ſaid F.G. for himſelf and his Heirs,doth covenant and grant to and with the ſaid R.W. by theſe preſents,ſhall ſtand and be to the uſe of the ſaid F.G. during his life,without impeachment of waſte; and after his deceaſe, to the uſe of the ſaid R.W. and D. his Wife, and of the Heirs of the ſaid R. on the body of the ſaid D. lawfully begotten; and for default of ſuch iſſue,to the right Heirs of the ſaid R.W. for ever. And which Fine to be levied and executed, touching and concerning all the reſidue of the premiſes, the ſaid F.G. for him and his Heirs,doth covenant and grant to and with R.W. by theſe preſents, That the ſaid Fine ſhall ſtand and be to the uſe of the ſaid F. G. and J. now his Wife, and the Heirs of the ſaid F upon the body of the ſaid J. begotten. And for default of ſuch iſſue, then to the uſe of the ſaid R. W. and D. and of the Heirs of the body of the ſaid R. and D. between them lawfully begotten; and for default of ſuch iſſue, then to the right Heirs of the ſaid R.W. for ever. In witneſs, &c.

An Indenture of Demiſe of divers Lands, &c. in conſideration of a ſum of money, paying a Pepper-corn yearly.

THis Indenture made the third day of *May*, 1649. &c. between Sir T. B. of D. in the County of, &c. Knight and Baronet, and M. H. of D. aforeſaid, Gentleman, ſervant to the ſaid Sir T. B. of the one part, and Sir W. T. of C. in the County of N. Knight, of the other part, witneſſeth, That the ſaid Sir T. B. and M. H. as well for and in conſideration of the ſum of, &c of lawful money of *England* to them in hand paid before the enſealing and delivery hereof, by the ſaid Sir W. T. whereof and wherewith the ſaid Sir T. B. doth acknowledge himſelf ſatisfied, contented, and paid, and thereof, and of every part and parcel thereof, doth acquit and diſcharge the ſaid Sir W. T. his Heirs, Executors, and Adminiſtrators, and every of them, by theſe preſents, as alſo for divers other good cauſes and conſiderations them hereunto moving, Have demiſed, granted, and to farm letten, and by theſe preſents do demiſe, grant, and to farm let unto the ſaid Sir W. T. his Executors, Adminiſtrators and Aſſigns, all thoſe ſeveral Cloſes or parcels of Land, Meadow, Paſture, and Arable, called or known by their ſeveral names following: (that is to ſay) One Cloſe or parcel of Ground called D. containing by eſtimation, &c. Acres, be the ſame more or leſs; and one other Cloſe or parcel of Land called E. containing by eſtimation, &c. Acres, be the ſame more or leſs; and one Cloſe or parcel of Land, &c. called C. containing by eſtimation, &c. Acres, be the ſame more or leſs, &c. All and ſingular which ſaid Cloſes and parcels of Lands, are ſcituate, lying, and being within the Fields, Pariſhes, Precincts, and Territories of H. *alias* H. in the County of L. and are part or parcel, or reputed and taken to be part or parcel of the Mannor of H. *alias* H. aforeſaid. And alſo all and ſingular Meſſuages, Tenements, Buildings, Orchards, Gardens, Commons, Common of Paſture, Waters, Fiſhings, Woods, Underwoods, Trees, Buſhes, Fences, Free-boards, Ways, Eaſements, and all other Rights, Juriſdictions, Priviledges, Franchiſes, Liberties, Profits, Conditions, Emoluments, and Hereditaments whatſoever, growing, ariſing, being, coming, or iſſuing in, upon, or out of the premiſes, and every part and parcel thereof, or to the ſame or any part thereof belonging or appertaining. To have and to hold all and ſingular the ſaid Cloſes and parcels of Land, and all and ſingular the premiſes, and every part and parcel thereof, with their and every of their rights, members, and appurtenances, unto the

ſaid

ſaid Sir W. T. his Executors, Adminiſtrators, and Aſſigns, from the firſt day of *May* laſt paſt before the date hereof, unto the full end and term of One thouſand yéars from thence next immediately enſuing, and fully to be compleat and ended. Yielding and paying therefore yearly, during the ſaid term, unto the ſaid Sir T.B. his Heirs or Aſſigns, one Pepper-corn, at the Feaſt of St. *Michael* the Archangel onely, if the ſame be lawfully demanded. And the ſaid Sir T.B. and M.H. for them, their Heirs and Aſſigns, do joyntly and ſeverally covenant, grant, and agree to and with the ſaid Sir W. T. his Executors, Adminiſtrators, and Aſſigns, and every of them, by theſe preſents, That the ſaid Sir W. T. his Executors, Adminiſtrators, and Aſſigns, ſhall and may lawfully, peaceably, and quietly have, hold, occupy, poſſeſs, and enjoy all and ſingular the premiſes before by theſe preſents demiſed, and every part and parcel thereof, with their and every of their rights, members, and appurtenances, without the lawful let, ſuit, trouble, eviction, expulſion, interruption, or demand of or by the ſaid Sir T.B. and M. H. or the Heirs or Aſſigns of either of them, or of or by any other perſon or perſons lawfully claiming from, by, or under them, or any of them, or their, or any of their uſes; or by, from, or under their, or any of their title, eſtate, means, or procurement; as alſo acquitted and diſcharged, or within convenient time after reaſonable requeſt thereof to be made, well and ſufficiently ſaved and kept harmleſs of and from all and all manner of former or other Bargains, Sales, Eſtates, former Leaſes, Titles, Dowers, Rights, Titles of Dowers, Joyntures, Uſes, Entails, Wills, Rent-charges, Rent-ſervices, Arrearages of Rents, Statutes, Recognizances, Judgments, Executions, Titles, Troubles, Charges, and Demands whatſoever, had, made, done, committed, or willingly and wittingly ſuffered by the ſaid Sir T. B. and M. H. their Heirs or Aſſigns, or any of them, or of or by any other perſon or perſons whatſoever, lawfully claiming by, from, or under them, or any of them, or to their or any of their uſes, or by their or any of their titles, eſtates, means, or procurement. In witneſs whereof, the parties firſt above-named to theſe preſent Indentures have interchangeably ſet their hands and ſeals the day and year firſt above-written.

An

An Indenture of Re-demiſe of the former demiſed Premiſes to the ſame Parties, reſerving the Rent of 250 l. *with a Proviſo, That the ſame ſhall ceaſe upon the payment of the ſum of money in the former Demiſe ſpecified.*

THis Indenture made the, &c. day of, &c. between Sir W. T. of G. in the County of N. Knight, of the one part, and Sir T. B. of D. in the County of N. Knight and Baronet, and M. H. of D. aforeſaid, in the ſaid County of N. Gentleman, Servant of the ſaid Sir T. B. of the other part, witneſſeth, That the ſaid Sir W. T. as well for and in conſideration of the yearly Rent hereunder reſerved, well and truly to be contented and paid in manner and form hereunder expreſſed; as alſo for divers other good conſiderations him at this preſent thereunto eſpecially moving, Hath demiſed, granted, and to farm letten, and by theſe preſents doth demiſe, grant, and to farm let unto the ſaid Sir T. B. and M. H. and the Executors, Adminiſtrators, and Aſſigns of the ſaid Sir T. B. all thoſe ſeveral Cloſes or parcels of Lands, Meadows, Paſtures, and Arable, called or known by the ſeveral names following: (that is to ſay) One Cloſe or parcel of ground called *D.* containing by eſtimation, &c. Acres, be the ſame more or leſs. *(And ſo go on, as in the Demiſe.)* All and ſingular which ſaid Cloſes and parcels of Lands, are ſcituate, lying, and being within the Fields, Pariſhes, Precincts, and Territories of H. *alias* H. in the County of L. and are part and parcel, or reputed and taken to be part and parcel of the Mannor of H. *alias* H. aforeſaid; and alſo all and ſingular Meſſuages, Tenements, Buildings, Orchards, Gardens, Commons, Common of Paſture, Waters, Fiſhings, Woods, Underwoods, Trees, Buſhes, Fences, Free-boards, Ways, Eaſements, and all other Rights, Juriſdictions, Priviledges, Franchiſes, Liberties, Profits, Commodities, Emoluments, and Hereditaments whatſoever, growing, being, ariſing, coming, or iſſuing in, upon, or out of the premiſes, and every part and parcel thereof, or to the ſame or any part thereof belonging. To have and to hold all and ſingular the ſaid Cloſes and parcels of Land, and all and ſingular the premiſes, and every part and parcel thereof, with their and every of their rights, members, and appurtenances, unto the ſaid Sir T. B. and M. H. and the Executors, Adminiſtrators, and Aſſigns of the ſaid Sir T. B. from the firſt of *May* laſt paſt before the date hereof, unto the full end and term of Nine hundred ninety and nine years from thence next and immediately enſuing, and fully to be compleat and ended. Yielding and paying there-

fore yearly, during the ſaid term, unto the ſaid Sir W. T. his Executors, Adminiſtrators, and Aſſigns, at or in the South-porch of the Pariſh-Church of D. aforeſaid, the ſum of Two hundred and fifty pounds of currant *Engliſh* money, at two uſual Feaſts or terms of the year; that is to ſay, at the Feaſt of *Philip* and *Jacob*, and *All-Saints*, by even and equal portions. And if it ſhall happen the ſaid yearly rent of, &c. or any part or parcel thereof, to be behind and unpaid after either of the aforeſaid Feaſt-days of payment, in which the ſame ought to be paid, by the ſpace of fifteen days, that then, and from thenceforth, it ſhall and may be lawful to and for the ſaid W. T. his Executors, Adminiſtrators, and Aſſigns, and every of them, in all and ſingular the ſaid Cloſes and parcels of Land, and all and ſingular the Premiſes, and every part and parcel thereof, with their and every of their Appurtenances, wholly to re-enter, re-poſſeſs, re-enjoy, have again, and detain, as in his and their former eſtate; this Indenture or any thing therein contained to the contrary thereof, in any wiſe notwithſtanding. Provided always, and it is covenanted, condeſcended unto, concluded, and agreed, by and betwixt all the parties in theſe preſents, That if the ſaid Sir T. B. his Executors, Adminiſtrators, and Aſſigns, upon half a years warning thereof, by writing under his or their hands beforehand to be given by the ſaid Sir T. B. his Executors, Adminiſtrators, or Aſſigns, unto the ſaid Sir W. T. his Executors, Adminiſtrators, or Aſſigns, ſhall and will, at or on the firſt day of *May*, or the Feaſt of *All-Saints*, during the ſaid term in and hereby demiſed, at or in the place aforeſaid, pay, or cauſe to be paid unto the ſaid Sir W. T. his Executors, Adminiſtrators, or Aſſigns, at one whole and entire payment, the ſum of Five hundred pounds of currant *Engliſh* money, over and beſide the ſaid Rent above-reſerved, at ſuch day or days as before in theſe preſents are limited and appointed, to and for the payment of the ſaid Rent before-reſerved: that then from and after ſuch payment or payments of every of the ſaid ſum or ſums of Five hundred pounds, as aforeſaid, endorſed upon both parts of theſe Indentures, and ſubſcribed by the ſaid Sir W. T. his Executors, Adminiſtrators, or Aſſigns, for every Five hundred pounds that ſhall be paid, as aforeſaid, the full and entire ſum of Fifty pounds of the ſaid Two hundred and Fifty pounds Rent reſerved, as aforeſaid, ſhall ceaſe and be determined; the ſaid Reverſion, or any thing in theſe Indentures contained to the contrary thereof, in any wiſe notwithſtanding. And the ſaid Sir W. T. for him, his Executors, Adminiſtrators, and Aſſigns, doth covenant, grant, and agree

Proviſo.

to

to and with the ſaid Sir T.B. and M.H. their Executors, Adminiſtrators, or Aſſigns, and to and with every of them, by theſe preſents, That he the ſaid Sir W.T. his Executors, Adminiſtrators, or Aſſigns, ſhall and will within ſix months next after the payment of the ſum of two thouſand five hundred pounds, by ſuch payment or payments of five hundred pounds, as aforeſaid, deliver, or cauſe to be delivered up unto the ſaid Sir T. B. and the ſaid M.H. their Executors, Adminiſtrators, or Aſſigns, or one of them, one Indenture of Demiſe made from the ſaid Sir T.B. and M.H. unto the ſaid Sir W.T. of all and ſingular the premiſes herein before-demiſed, as aforeſaid, bearing date the third day of *May*, in the year of, &c. In witneſs whereof, the parties above-mentioned, &c.

A Leaſe of a Houſe in London.

THis Indenture made the, &c. between R. R. Citizen and, &c. on the one part, and N. D. Citizen and, &c. on the other part, witneſſeth, That the ſaid R. R. for divers good cauſes and valuable conſiderations him hereunto eſpecially moving, Hath demiſed, granted, betaken, and to farm letten, and by theſe preſents doth demiſe, grant, betake, and to farm let unto the ſaid N.D. all that the Meſſuage or Tenement, with the appurtenances, lying and being in or near *Fleet-ſtreet*, in the Pariſh of St. *Dunſtans* in the Weſt, *London*, between the Meſſuage or Tenement there called the F. now in the occupation of P. G. Merchant-Taylor, or his Aſſignees, on the Eaſt-ſide, and the Meſſuage or Tenement now in the tenure or occupation of one A. M. Widow, on the Weſt-ſide, and abutting upon the Garden adjoyning to the Temple-Church towards the South, and upon the High-ſtreet towards the North; together with all and ſingular Shops, Cellars, Sollers, Chambers, Rooms, Ways, Entries, Yards, Backſides, Houſes, Buildings, Gutters, Water-courſes, Eaſements, Profits, Commodities, and Appurtenances whatſoever to the ſaid Meſſuage or Tenement belonging, or in any wiſe appertaining; and alſo all manner of Wainſcot, Glaſs-windows, Doors and Locks, in and upon the ſame Meſſuage or Tenement, and other the premiſes before-mentioned to be demiſed belonging; which ſaid Meſſuage, and all and ſingular other the demiſed premiſes, are now in the tenure or occupation of the ſaid N.D. To have and to hold the ſaid Meſſuage, Tenement, Shops, Cellars, Sollers, &c. and all other the aforeſaid premiſes, with all and ſingular their appurtenances before in and by theſe preſents demiſed, and every part and parcel thereof, unto the ſaid N.D.

his Executors, Adminiſtrators, and Aſſigns, from the Feaſt-day of, &c. unto the full end and term of, &c. years from thence next enſuing, and fully to be compleat and ended. Yielding and paying therefore yearly, during the ſaid term, unto the ſaid R. R. his Heirs and Aſſigns, the ſum of, &c. at four of the moſt uſual Feaſts or Terms of payment in the year; (that is to ſay) at the Feaſt of, &c. by even and equal portions: And if it ſhall happen the ſaid yearly Rent of, &c. to be behind or unpaid, in part or in all, by the ſpace of, &c. next over or after any of the ſaid Feaſts or days of payment, in which the ſame ought to be paid as aforeſaid, being lawfully demanded, That then and from thenceforth, and at all times afterwards, it ſhall and may be lawful to and for the ſaid R. R. his Heirs and Aſſigns, and every of them, into the ſaid Meſſuage or Tenement, and all other the aforeſaid premiſes, with all and ſingular their appurtenances before by theſe preſents demiſed, or mentioned to be demiſed, and into every part and parcel thereof wholly to re-enter, and the ſame to have again, retain, enjoy, and re-poſſeſs, as in his and their firſt and former Eſtate or Eſtates; and the ſaid N. D. his Executors, Adminiſtrators, and Aſſigns, and all other the occupiers and poſſeſſors thereof, thereout, and from thence utterly to expel, put out, and amove; any thing herein before ſpecified to the contrary in any wiſe notwithſtanding. And the ſaid N. D. for himſelf, his Executors, Adminiſtrators, and Aſſigns, and for every of them, doth covenant, promiſe, and grant to and with the ſaid R. R. his Executors, Adminiſtrators, and Aſſigns, and to and with every of them, by theſe preſents, in manner and form following: *(viz.)* That he the ſaid N.D. his Executors, Adminiſtrators, or Aſſigns, or ſome of them, at his or their own proper coſts and charges, ſhall and will within the time and ſpace of three years then next enſuing the date of theſe preſents, expend and beſtow in and about the new building, repairing, or bettering in the premiſes hereby demiſed, the value or ſum of, &c. of lawful money of *England*, at the leaſt; and alſo ſhall and will at his and their like coſts and charges, well and ſufficiently repair, uphold, ſuſtain and keep, maintain and amend the ſaid Meſſuage or Tenement, and new buildings to be erected, and all and ſingular other the premiſes, with the appurtenances, and every part and parcel thereof, in, by, and with all and all manner of needful and neceſſary reparation whatſoever, from time to time, and at all times hereafter, when and

A Covenant to lay out the ſum of, &c. *on repair and new-building the premiſes, within three years after the date.*

and as often as need and occaſion ſhall require, during the ſaid term hereby granted; and alſo all the pavements, privies, ſedges, and wydraughts to the ſaid Meſſuage or Tenement belonging, ſhall cauſe to be paved, purged, ſcowred, emptied, and made clean, as often, and whenas need ſhall be and require, during the ſaid term of, &c. by theſe preſents granted: and the ſame premiſes ſo well and ſufficiently repaired, ſupported, maintained, purged, paved, ſcowred, emptied, made clean and amended, together with the Locks, Keys, Bolts, Staples, Latches, Hooks, Hinges, Windows, Doors, and Glaſs of the ſame premiſes, ſo well and ſufficiently made, glazed, and amended, in the end of the ſaid term of, &c. or other ſooner expiration or determination of this preſent Leaſe, ſhall leave and yield up unto the ſaid R. R. his Heirs and Aſſigns. And alſo that it ſhall and may be lawful to and for the ſaid R. R. his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, four times or oftner in the year, yearly, during the ſaid Term, to enter and come into and upon the ſaid Meſſuage or Tenements, and all other the premiſes, with the appurtenances, and into every part and parcel thereof, there to view, ſearch, and ſee what defaults, for want of reparations, ſhall be found defective, and neceſſary to be done in and about the demiſed premiſes, or any part thereof; and of all ſuch defaults for want of reparation then and there found, to give or leave notice, admonition or warning in writing, to and for the ſaid N. D. his Executors, Adminiſtrators, or Aſſigns, for the repairing and amending thereof. And further, that the ſaid N. D. his Executors, Adminiſtrators, or Aſſigns, or ſome of them, ſhall and will within one month next enſuing every ſuch admonition or warning left or given as aforeſaid, well and ſufficiently repair and amend the ſame, and ſhall alſo diſcharge and pay all Church-duties, Scavengers Wages, Watchings, Wardings, and all other Taxes, Impoſitions, Duties, and Charges which ſhall or may at any time or times hereafter, during the ſaid term, be charged or impoſed upon him the ſaid N. D. his Executors and Adminiſtrators or Aſſigns, for or by reaſon of the premiſes hereby demiſed, or any part thereof. And laſtly, the ſaid R. R. for himſelf, his Executors, &c. That he the ſaid N. D. his Executors, Adminiſtrators, and Aſſigns, and every of them, for, by, and under the payment of the yearly Rent aforeſaid, above in and by theſe preſents reſerved, and under the Covenants, Grants, Articles, and Agreements in theſe preſents contained, ſhall and may, for and during all the ſaid term of, &c. by theſe preſents granted, lawfully, peaceably, and quietly have, hold, uſe, occupy, poſſeſs, and enjoy the ſaid Meſſuage or

Tenement, and all and ſingular other the premiſes, with the appurtenances, by theſe preſents demiſed or mentioned to be demiſed, and every part and parcel thereof, without any manner of lawful let, ſuit, trouble, diſturbance, or eviction of the ſaid R. R. his Heirs or Aſſigns, or of any other perſon or perſons whatſoever, by or through his means, aſſent, conſent, right, title, or procurement. In witneſs whereof, &c.

A Defeazance upon a Bond ſued to a Judgment.

THis Indenture made the, &c. between W. R. of, &c. on the one part, and J. P. and G. A. of, &c. on the other part, witneſſeth, That whereas the ſaid J. and G. together with one E. A. of, &c. by one Obligation bearing date, &c. became joyntly and ſeverally bounden unto the ſaid W. R. in the ſum of, &c. with condition thereupon made for the payment of, &c. as by the ſame Obligation and Condition thereof, at large appeareth; which ſaid ſum of, &c. or any part thereof, or any thing in lieu of the ſame, was not paid unto the ſaid W. R. in the ſaid Obligation named, nor at any time before or ſince; by means whereof the ſaid Obligation became forfeited. And whereas the ſaid W. R. hath brought ſeveral Actions of debt in the Kings Majeſties Court of *Common-Pleas* at *Weſtminſter*, upon the ſaid Obligation againſt the ſaid J. P. & G. A. upon which ſaid Actions, ſeveral Judgments are had and obtained in the ſaid Court: yet nevertheleſs the ſaid W. R. is contented and pleaſed, and doth covenant, That neither he the ſaid W. R. his Executors, Adminiſtrators, or Aſſigns, or any of them, ſhall at any time before, &c. take out any Execution or Executions, upon the ſaid Judgments, or either of them. And further, the ſaid W. R. doth, &c. That if the ſaid J. P. & A. G. or either of them, &c. do pay, &c. That then he the ſaid W. R. his Executors or Adminiſtrators, ſhall upon requeſt made, and at the charges of the ſaid J. P. and G. A. &c. acknowledge ſatisfaction upon record of and for the ſaid ſeveral Judgments: And ſhall alſo deliver unto them the ſaid, &c. the ſaid Obligation to be cancelled: And the ſaid J. P. and G. A. to be thereof, and of the ſaid ſeveral Judgments diſcharged. In witneſs, &c.

Not to take out Execution until, &c.

To acknowledge ſatisfaction on payment of the, &c.

An

An Indenture of Partition, where one had a greater ſhare than the other, for which a ſum was paid, &c.

THis Indenture made, &c. between J. H. &c. on the one part, and J. M. &c. on the other part, witneſſeth, That the ſaid J. H. & J. M. are and do now ſtand ſeized in their Demeaſn as of Fee, in Common and undivided, of and in one Meſſuage or Tenement, and one Yard-land thereunto belonging, now or late in the tenure of, &c. ſcituate, &c. It is (now to the end a perpetual portion and diviſion ſhall be had and made between the ſaid parties of and in the ſaid, &c. and other the premiſes aforeſaid) covenanted, concluded, and agreed by and between the ſaid parties to theſe preſents, in manner and form following. And firſt, the ſaid J. H. for himſelf, &c. that he the ſaid J. M. his Heirs and Aſſigns, ſhall from henceforth have, hold, and peaceably enjoy in ſeveralty to him and to his Heirs for ever, to his and their own proper uſe and behoof, the one moiety or half-part of the ſaid Meſſuage or Tenement, and one Yard-land, with the Appurtenances, that is to ſay, &c. And that he the ſaid J. H. nor his Heirs, ſhall from henceforth claim or demand any right, title, uſe, or poſſeſſion in or to the ſame, or any part thereof, but that the ſaid J. H. and his Heirs and Aſſigns, ſhall at all time and times hereafter, from all Actions, Rights, Title and Demand thereof, or thereunto, be utterly excluded, and for ever debarred by theſe preſents. And the ſaid J. M. for himſelf, &c. That he the ſaid J. H. his Heirs and Aſſigns, ſhall from thenceforth have, hold, and peaceably enjoy in ſeveralty to him the ſaid J. H. his Heirs and Aſſigns for ever, to his and their own proper uſe and behoof, the other moiety or half-part of the ſaid Meſſuage, &c. and that he the ſaid J. M. nor his Heirs ſhall not from henceforth claim, &c. *(ut ſupra)* And in conſideration of the ſaid portions, and foraſmuch as the part and portion by theſe preſents allotted and aſſigned to the ſaid J. H. and his Heirs, were at the enſealing hereof, of more and greater value than the ſaid part or portion before allotted and aſſigned to the ſaid J. M. and his Heirs; he the ſaid J. H. hath at the enſealing and delivery of theſe preſents, well and truly paid to the ſaid J. M. the ſum of, &c. the receipt whereof the ſaid J. M. doth hereby acknowledge, and thereof, and of every part thereof, doth acquit, exonerate, and for ever diſcharge the ſaid J. H. &c. by theſe preſents. In witneſs whereof, &c.

A Grant of a Rent reſerved by Leaſe.

THis Indenture made the,&c. between W.B. of,&c. and A.B. of, &c. witneſſeth, That whereas the ſaid W. B. by his Indenture of Leaſe bearing date the, &c. *(reciting the Leaſe)* as in and by the ſame recited Indenture of Leaſe, &c. Now this Indenture further witneſſeth, That the ſaid W. B. for and in conſideration of a certain competent ſum of, &c. Hath demiſed, granted, bargained, and to farm letten, and by theſe preſents doth demiſe, grant, and to farm let unto the ſaid A. B. the Reverſion and Remainder of the ſaid Shop, Warehouſe, Chambers, and other the premiſes by the ſaid Indenture of Leaſe demiſed; together alſo with the ſaid yearly Rent of, &c. thereby reſerved, and the counterpart of the ſame Indenture of Leaſe, under the Hand and Seal of the ſaid, &c. To have, hold, poſſeſs, and enjoy the ſaid Reverſion and Rent of, &c. and every part thereof, unto the ſaid A. B. his Executors, Adminiſtrators, and Aſſigns, from the day of the date of theſe preſents forwards, for and during all the reſidue of the aforeſaid term of, &c. yet to come and unexpired. Yielding and paying therefore yearly, during the ſaid term, unto the ſaid W. B. his Executors or Aſſigns, at the Feaſts of, &c. onely one Pepper-corn, if the ſame ſhall be lawfully demanded. And the ſaid W.B. for himſelf, &c. That he the ſaid W.B. at the time of the enſealing and delivery of theſe preſents, is the true, perfect, and lawful Owner and Poſſeſſor of the ſaid demiſed Reverſion and Rent; and is at the enſealing and delivery of theſe preſents, lawfully and abſolutely poſſeſſed thereof. And that he the ſaid W. B. hath full power, good right, true title, and lawful authority to demiſe and grant the ſaid Reverſion and Rent of, &c. unto the ſaid A. B. his Executors, Adminiſtrators, and Aſſigns, for and during all the reſt and reſidue of the ſaid term of, &c. in manner and form aforeſaid, according to the true intent and meaning of theſe preſents. And further, that the ſaid W. B. his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, from time to time, and at all times hereafter, during the ſaid term, ſhall and will clearly exonerate, acquit, diſcharge, ſave and keep harmleſs as well the ſaid A. B. his Executors, Adminiſtrators, and Aſſigns, as the ſaid demiſed Reverſion and Rent, of and from all former and other Bargains, Sales, Gifts, Grants, Leaſes, Forfeitures, Titles, Claims, Demands, and Incumbrances whatſoever. And moreover, the ſaid W. B. for himſelf, &c. That the ſaid yearly Rent of, &c. ſhall continue,

nue, remain, and be from henceforth during the reſt and reſidue of the ſaid term yet to come and unexpired before-mentioned, due and payable unto the ſaid A. B. his Executors, Adminiſtrators, and Aſſigns, according to the ſaid Indenture of Leaſe, and the tenor, effect, and true meaning of theſe preſents. In witneſs, &c.

Note, that the Tenant muſt Attorn, or nothing paſſeth, &c.

An Annuity or yearly Rent-charge.

THis Indenture made, &c. between A. B. of, &c. Gentleman, on the one part, and C. D. of, &c. on the other part, witneſſeth, That the ſaid A. B. for and in conſideration of the ſum of, &c. to him in hand paid, before the enſealing and delivery hereof by the ſaid C. D. the receipt whereof he the ſaid A. B. doth acknowledge, and thereof, and of every part and parcel thereof, doth acquit, exonerate, and for ever diſcharge the ſaid C. D. his Executors, &c. by theſe preſents Hath given, granted, and confirmed, and by theſe preſents, doth give, grant, and confirm unto the ſaid C. D. one Annuity or yearly Rent-charge of, &c. to be had, taken, perceived, and received, and to be iſſuing and going out of, and in all and ſingular the Meſſuages, Lands, Tenements, and Hereditaments whatſoever of the ſaid A. B. as well in, &c. as elſewhere within the Realm of *England*, to be paid at four Feaſts or Terms in the year; that is to ſay, at the, &c. by even and equal portions; the firſt payment thereof to be made and begin on the, &c. To have, hold, receive, perceive, take, and enjoy the ſaid Annuity or yearly Rent-charge of, &c. unto the ſaid C. D. his Executors, Adminiſtrators, or Aſſigns, to be paid at the four Feaſts aforeſaid, in form before declared, from the day of the date of theſe preſents, unto the full end and term of, &c. And if it ſhall happen the ſaid Annuity or yearly Rent of, &c. to be behind and unpaid in part or in all, after any of the ſaid Feaſt-days or Terms of payment thereof as aforeſaid, in which it is appointed to be paid, That then, and ſo often as the ſame or any part thereof ſhall ſo be behind and unpaid, the ſaid A. B. granteth and agreeth for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, to and with, &c. that it ſhall and may be lawful to and for the ſaid C. D. his Executors, Adminiſtrators, and Aſſigns, and every or any of them, into all and ſingular the ſaid

ſaid Meſſuages, Lands, Tenements, and Hereditaments of the ſaid A. B. as well in, &c. aforeſaid, as elſewhere within the Realm of *England*, to enter and diſtrain, both for the Annuity aforeſaid, and the Arrearages thereof (if any be) and the diſtreſs and diſtreſſes there from time to time found and taken, to bear, lead, drive, take, and carry away, and the ſame to with-hold, detain, keep, and impound, until the ſame Annuity or yearly Rent-charge of, &c. and the Arrearages thereof (if any ſuch ſhall be) the ſaid C.D. his, &c. be fully ſatisfied, contented, and paid. And the ſaid A.B. hath put the aforeſaid C. D. in full poſſeſſion of the ſaid Annuity or yearly Rent-charge of, &c. in form as aforeſaid (to be had, received, and taken) by the delivery and payment of the ſum of, &c. which the ſaid A. B. hath at the enſealing and delivery of theſe preſents given and delivered unto the ſaid C. D. in the name or poſſeſſion of the ſaid Annuity. And the ſaid A.B. for himſelf, &c. That the ſaid A. B. his, &c. ſhall and will from time to time, and at all times during the ſaid term of, &c. well and truly pay or cauſe to be paid to the ſaid C. L. his, &c. or ſome of them, the ſaid Annuity or yearly Rent of, &c. in manner and form aforeſaid, and according to the true intent and meaning of theſe preſents. In witneſs whereof, &c.

An Indenture of Apprentiſhip.

THis Indenture witneſſeth, That E.B. Son of J.B. late of, &c. of his free and voluntary will hath put himſelf Apprentice to R.W. C. and, &c. the Science or Trade which he now uſeth to be taught, and with him after the manner of an Apprentice to dwell and ſerve from the Feaſt of, &c. unto the full end and term of, &c. from thence next enſuing, and, &c. By all which term of, &c. the ſaid Apprentice the ſaid E. B. well and truly ſhall ſerve, his ſecrets ſhall keep cloſe; his commandments lawful and honeſt every where he ſhall gladly do; hurt to his ſaid Maſter he ſhall not do or ſuffer to be done, to the value of twelve pence or more by the year, but ſhall let if he may, or elſe immediately admoniſh his ſaid Maſter thereof; the Goods of his ſaid Maſter he ſhall not inordinately waſte, nor them to any body lend; at Dice or any other unlawful Game he ſhall not play, whereby his Maſter may incur any hurt; Fornication in the houſe of his ſaid Maſter, or elſewhere, he ſhall not commit; Matrimony he ſhall not contract; Taverns he ſhall not frequent; with his own proper Goods or any others during the ſaid term, without

out the ſpecial licenſe of his Maſter, he ſhall not merchandize; from the ſervice of his ſaid Maſter, day nor night, he ſhall not abſent or prolong himſelf; but in all things as a good and faithful Apprentice, ſhall bear and behave himſelf towards his ſaid Maſter and Miſtreſs, and all his, during the term aforeſaid. And the ſaid R. B. to his ſaid Apprentice the Science or Art which he now uſeth ſhall teach and inform, or cauſe to be taught and informed the beſt way that he may or can; and alſo ſhall find to his ſaid Apprentice Apparel, Meat, Drink, and Bedding, and all other neceſſaries meet and convenient for an Apprentice, for and during the term aforeſaid. In witneſs, &c.

A Bargain and Sale of a Mannor.

THis Indenture made, &c. between J.H. of, &c. and R.B. of, &c. Eſquires, on the one part, and W. of, &c. on the other part, witneſſeth, That whereas T. H. of, &c. Father of the ſaid J. H. by his Writing or Deed indented, bearing date the, &c. in the Sixteenth [illegible] &c. for the conſiderations therein expreſſed, did de[illegible]nt, and to farm let unto the ſaid J. H. his ſaid Son, &[illegible]ſe three Yard-lands, with the appurtenances in W. afo[illegible] being, or being accounted to be the ancient Dem[illegible]Lands of the Mannor of W. heretofore purchaſed by the [illegible] T. H. of R.S. Eſq; and alſo all that his yard or half of Land being in W. aforeſaid, then lately purchaſed of one H. H. with all Hades, Leyes, Banks, Let-graſs, Commons, Profits, Ways, Eaſements, Commodities, and Appurtenances, &c. thereunto belonging; and all the Dove-houſe, Cloſe, and new Orchards in W. aforeſaid, to the ſaid, &c. belonging or appertaining, or therewith uſed, occupied, or enjoyed, as in, &c. except, &c. To have and to hold the ſaid three Yard-lands, Cloſe, Orchard, and all other the premiſes, (except before excepted) unto the ſaid J. H. his Executors and Aſſigns, for and during, and unto the full end and term, &c. from thenceforth next and immediately enſuing, if the ſaid T. H. and his Son ſo long live, for and under the, &c. payable as by the ſaid Deed or Writing indented, relation being thereunto had, more at large it will and may appear. And whereas further, the ſaid T. H. by one other Writing or Deed indented, bearing date, &c. for and in conſideration of the natural love and fatherly affection that he the ſaid T. H. did bear to the ſaid J. H. and to the Children of the ſaid J. H. being his Grandchildren, and for the ſetling of the Mannors, Lands, Tenements, and Hereditaments (in the ſaid Deed indented

indented expreſſed) in his name and blood, did in and by the ſaid laſt mentioned Deed indented, covenant and grant for himſelf and his Heirs, to and with the ſaid J. H. and his Heirs, That the ſaid T.H. and his Heirs, ſhould and would immediately from thenceforth ſtand and be ſeized of and in all that the Mannor or reputed Mannor of W. in the County of O. and of and in all that the Capital Meſſuage of W. in the County of O. wherein the ſaid T. H. then dwelt, with all and ſingular their and every of their Rights, Rents, Quit-rents, Members, and Appurtenances whatſoever; and of and in all thoſe three Yard-lands called or known by the name of *The Antient Demeaſn-Lands* of the ſaid Mannor, and of and in all that yard and half of Land lying in W. aforeſaid, which the ſaid T. A. had lately purchaſed, as aforeſaid is expreſſed; and of and in all and ſingular Meſſuages, Lands, Tenements, and Hereditaments of the ſaid T. H. in W. aforeſaid (the Advowſon of the C. of W. aforeſaid excepted) to the uſe and behoof of the ſaid T. H. for and during his natural life, without impeachment of or for any manner of waſte: and after his deceaſe, to the uſe and behoof of the ſaid J. H. and his Heirs for ever, as by the ſaid laſt-mentioned Indenture acknowledged and enrolled in his Majeſties High and Honourable Court of Chancery, more at large it will and may appear. By force and virtue of which ſaid recited Indenture of Leaſe, he the ſaid J.H. is in and upon the ſaid premiſes entred, and was and is by force of the ſaid recited Indenture, and by force of the Statute made the, &c. in the, &c. for the transferring of uſes into poſſeſſion, as well of the ſaid term of threeſcore years, as of the ſaid remainder expectant, after the death of the ſaid T. H. poſſeſſed and ſeized. And he the ſaid J.H. being ſo of the ſaid premiſes poſſeſſed and ſeized, did afterwards by his Indenture bearing date, &c. and enrolled in the High Court of Chancery, for the conſideration therein expreſſed, give, grant, bargain, ſell, aſſign, ſet over, and confirm unto the ſaid R.B. his Executors, &c. all and ſingular the before-mentioned premiſes, with their appurtenances, and every part and parcel thereof, as in and by the ſaid laſt-mentioned Indenture, whereunto relation being had, more fully and at large it doth and may appear. Which ſaid Bargain and Sale was and is upon condition, That if the ſaid J.H. &c. ſhould or did pay, &c. on the, &c. at or in the, &c. unto the ſaid R.B. his, &c. That then the ſaid Indenture of Bargain and Sale to be void, as in and by one Indenture made between the ſaid J. H. on the one part, and the ſaid R. B. on the other part, bearing date, &c. to which reference being had, more at large it doth and may appear. Now this Indenture further witneſ-

witneſſeth, That the ſaid J. H. and R. B. for and in conſideration of the ſum of, &c. to them by the ſaid W. P. before the enſealing and delivery of theſe preſents, well and truly in hand paid, whereof and wherewith the ſaid J. H. and R. B. do acknowledge themſelves to be fully ſatisfied, contented, and paid, and thereof, and of every part and parcel thereof, &c. Have granted, bargained, ſold, aſſigned, ſet over, and confirmed, and by theſe preſents do fully, clearly, and abſolutely grant, bargain, ſell, aſſign, ſet over, and confirm unto the ſaid W. P. his, &c. not onely the ſaid recited Indenture of Leaſe, and all their eſtate, right, title, intereſt, and term of years therein yet to come and unexpired; but alſo all the ſaid Mannor of W. and Capital Meſſuage in the ſaid County of O. with the appurtenances; together with the ſaid three Yard-land, called by the name of *The Antient Demeaſn-Lands of the ſaid Mannor*; and alſo all that yard and half of Land in W. aforeſaid, which the ſaid T. H. purchaſed of the ſaid H. H. as aforeſaid; and alſo all and ſingular Out-houſes, Barns, Stables, Dove-houſes, Yards, Orchards, Gardens, Lands, Meadows, Paſtures, Feedings, Commons, Common of Paſture, Woods, Underwoods, Water, Water-courſes, Fiſhings, Ways, Eaſements, Profits, Commodities, and Hereditaments whatſoever to the ſaid Mannor of W. and other the premiſes aforeſaid, or to any part or parcel thereof belonging, or in any wiſe appertaining, or therewithal now uſed, occupied, or enjoyed, as part, parcel, or member thereof; and all the Lands, Tenements, and Hereditaments whatſoever to the ſaid J. H. belonging, lying and being in W. aforeſaid, and the ſaid remainder expectant upon the death of the ſaid T. H. and all and every other reverſion and reverſions, remainder and remainders of the ſaid bargained premiſes, and of every part and parcel thereof, and the rent and rents, and yearly profits whatſoever reſerved upon whatſoever Demiſe, Leaſe, Eſtate, or Garnt, Demiſes, Leaſes, Eſtates, or Grants heretofore made of the before-bargained premiſes, or any part or parcel thereof; together with all Evidences, Charters, Eſcripts, Monuments, and Writings touching or concerning the premiſes, which he the ſaid J. H. hath or may come by, without ſuit in Law. To have and to hold the ſaid Mannor of W. Lands, Tenements, and all and ſingular other the premiſes above-mentioned to be hereby bargained and ſold, with the appurtenances, and every part and parcel thereof, and all the eſtate, right, title, intereſt, term and terms of years, reverſion, remainder, claim and demand whatſoever of the ſaid J. H. and R. B. and of either of them, or any other perſon or perſons whatſoever, in and to the ſame,

unto

unto the ſaid W. P. his Heirs, Executors, Adminiſtrators, and Aſſigns, to the ſole and proper uſe and behoof of the ſaid W. P. his Heirs,&c. for ever. And the ſaid J.H. and R.B. for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective Heirs, &c. all and ſingular the before-bargained premiſes, with the appurtenances, and every part and parcel thereof, unto the ſaid W. P. his Heirs, Executors, Adminiſtrators, and Aſſigns, to the uſe and behoof aforeſaid, ſhall and will warrant, and for ever defend by theſe preſents. In witneſs, &c.

An Iudenture of Defeazance for the making void of all former Statutes, payment of a ſum of, &c. *and performance of Covenants,* &c.

THis Indenture made the, &c. between A. B. of, &c. on the one part, and E. A. of, &c. on the other part, witneſſeth, That whereas the ſaid E. A. in and by one Recognizance or Writing Obligatory, of the nature of a Statute-Staple, lately made and provided for the Recovery of Debts, bearing date, &c. taken, ſealed, acknowledged, and entred into before Sir T. R. Lord Chief Juſtice of *England*, is and ſtandeth bounden unto the ſaid A. B. in the ſum of, &c. payable, as in and by the ſaid Recognizance or Writing Obligatory, of the force of a Statute-Staple, more fully and at large it doth and may appear. It is now nevertheleſs covenanted, granted, concluded, and agreed by and between the ſaid parties to theſe preſents, and the true intent and meaning of theſe preſents, and of the parties hereunto is, and the ſaid A. B. is contented and pleaſed, That if the ſaid E.A. his Heirs, Executors, and Aſſigns, do or ſhall, at or before the, &c. diſcharge and clearly make void upon Record, as well all and every Statutes-Merchant, and of the Staple, as alſo all Recognizances heretofore acknowledged and entred into by the ſaid E. A. either by himſelf alone, or joyntly with any other perſon or perſons (the Statute above-recited onely excepted) and thereof bring, deliver, and leave Certificates under the hands of the ſeveral Clerks of the ſeveral Offices, or their Deputies in that behalf, at or in the, &c. to and for the ſaid A.B. his Executors or Aſſigns, at or before the, &c. day of, &c. next enſuing. And alſo if the ſaid E. A. his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, do well and truly pay, or cauſe to be paid unto the ſaid A. B. his Heirs or Aſſigns, or to ſome or one of them, the full ſum of,&c at or in,&c.in manner and form following: (that is to ſay) the ſum of,&c.on the,&c.and the ſum of,&c.on the,&c. in full ſatisfaction and payment of the ſum of, &c. And alſo if the ſaid E. A.

E. A. his Heirs, Executors, and Aſſigns, do and ſhall well and truly obſerve, perform, fulfil, accompliſh, and keep all and ſingular the Covenants, Grants, Articles, and Agreements, which on his and their parts and behalfs are or ought to be obſerved, performed, fulfilled, accompliſhed, and kept, comprized and ſpecified in one pair of Indentures bearing date, &c. made between the ſaid E.A. of the one part, and the ſaid A. B. on the other part, according to the true intent and meaning of theſe ſaid Indentures: That then the ſaid Recognizance or Writing Obligatory above-recited or mentioned, ſhall be utterly void and of none effect, otherwiſe the ſame ſhall ſtand and abide in full force, &c.

A Releaſe of Lands upon performance of Articles.

TO all Chriſtian People, &c. I E. J. of, &c. ſend greeting in our Lord God everlaſting. Know ye, that I the ſaid E. J. as well in conſideration of the full performance of certain Covenants and Agreements mentioned and expreſſed in one pair of Indentures bearing date, &c. laſt paſt, &c. made between me the ſaid E. J. on the one part, and Sir H. W. &c. as alſo for divers other good cauſes and conſiderations, &c. have remiſed, releaſed, and for ever quit-claimed, and by theſe preſents do for me, my Heirs and Aſſigns, and every of us, freely, clearly, and abſolutely remiſe, releaſe, and for ever quit-claim unto the ſaid Sir H. W. his Heirs and Aſſigns for ever, in his and their full and peaceable poſſeſſion, ſeizin and being, all the Eſtate, Right, Title, Intereſt, Poſſeſſion, Reverſion, Claim, and Demand whatſoever, which I the ſaid E. J. now have, may, might, or ought to have, or which I or my Heirs at any time hereafter ſhall or may have, might or ought to have or claim of, in, or to all thoſe the Rectories of B. &c. and alſo of, in and to all and ſingular Meſſuages, Mills, Lands, Tenements, &c. to the ſaid, &c. belonging or appertaining. To have and to hold the ſaid Rectories, &c. unto the ſaid Sir H. W. his Heirs and Aſſigns, to his and their own proper uſe and behoof for ever, ſo as neither I the ſaid E. J. nor my Heris, ſhall or may at any time hereafter ask, claim, challenge, or demand any Right, Title, Intereſt, Claim, or Demand whatſoever, of, in, or to the premiſes before-mentioned, or of, in, or to any part or parcel thereof; but thereof and therefrom ſhall be utterly debarred, and for ever ſecluded by theſe preſents. And I the ſaid E. J. and my Heirs, the ſaid Rectories, and all and ſingular other the premiſes above-mentioned, and with their appurtenances unto the ſaid Sir H. W. his Heirs and Aſſigns, to the uſes and behoofs aforeſaid,

aforesaid, against me the said E. J. and my Heirs, and against my Father J. J. and W. E. my Uncle, their and either of their Heirs and Assigns, or any other person or persons whatsoever, claiming by, from, or under me, them, or any of them, shall and will warrant, and for ever defend by these presents. In witness, &c.

A Conveyance in Fee-simple of a House and Land, &c.

THis Indenture made the, &c. between G. C. of, &c. on the one part, and H. H. of, &c. and S. his Wife, on the other part, witnesseth, That the said G. C. for and in consideration of the sum of, &c. to him at and before the ensealing and delivery of these presents, well and truly in hand paid by the said H. H. and S. his Wife, whereof and wherewith he the said G. C. doth acknowledge himself, &c. Hath granted, aliened, bargained, sold, and confirmed, and by these presents doth fully, clearly, and absolutely grant, alien, bargain, sell, and confirm unto the said H. H. and S. his Wife, all that Messuage or Tenement scituate or being in T. in the County of S now in the tenure or occupation of the said G. C. or of his Assignee or Assignees, and three acres of Land, or thereabouts, lying on the backside of the said House, be it more or less; and all Barns, Stables, Orchards, Gardens, Buildings, and other Hereditaments to the same belonging or appertaining, or with the said House or Tenement commonly used, occupied, or enjoyed, or which are accepted, reputed, or taken to be part, parcel, or member of the same, and now in the tenure or occupation of him the aforesaid G. C. his Assignee or Assignees, with all Commons and Common of Pasture whatsoever to the same belonging, and also of those two Cottages or Tenements in T. aforesaid, standing together, adjoyning to the said Messuage or Tenemenr, and one parcel of ground adjoyning to the said Cottages, which said Cottages and parcel of ground last mentioned, do contain by estimation on the side towards the Kings High-street, Twenty yards of ground, or thereabouts, and on that side towards the Garden, now or late of the said G. C. Thirteen yards of Ground or thereabouts, and now are in the several tenures and occupation of M. J. and F. L. and the Reversion and Reversions, Remainder and Remainders, Rents and yearly Profits whatsoever of all and singular the said premises, to every part and parcel thereof, together with all and singular Deeds, Evidences, and Writings, touching or concerning onely the premises, or any part thereof. *To Have and to Hold* the said Messuage or Tenement,

and

and the ſaid three Acres of Land, and the ſaid two Cottages or Tenements, and the ſaid parcel of Land adjoyning to the ſaid Cottages, and other the premiſſes, with their Appurtenances, before by theſe preſents bargained and ſold, or mentioned or intended to be thereby granted, aliened, bargained, ſold and confirmed, and every part and parcel thereof, unto the ſaid H. H. and S. his Wife, and to the Heirs and Aſſigns of the ſaid H. H. to the only proper uſe and behoof of the ſaid H. H. and S. his Wife, and the Heirs and Aſſigns of the ſaid H. H. for ever. And the ſaid G. C. for himſelf, &c. that he the ſaid G. C. for and notwithſtanding any act done by him the ſaid G. C. to the contrary, at the time of the enſealing and delivery of theſe preſents, is and ſtandeth lawfully and rightfully ſeized in his demeaſn as of fee-ſimple, in his own right, and to his own right uſe, without any condition, limitation, or other uſe or truſt, to alter, change or determine the ſame eſtate of and in the ſaid Meſſuages, Lands, Tenements, Cottages, and premiſſes before-mentioned to be hereby granted, bargained and ſold, and of and in every part and parcel thereof; and that the ſaid G.C. for and notwithſtanding any act done by him to the contrary, now hath, and at the time of the firſt Eſtate to be had and executed to the ſaid H. H. & S. according to the intent and true meaning of theſe preſents, ſhall have full power, juſt right, and lawful authority to grant, bargain, and ſell the ſame, and every part and parcel thereof, with the Appurtenances, unto the ſaid H. H. & S. and the Heirs and Aſſigns of the ſaid H. H. in manner and form as is before in theſe preſents expreſſed; and that the ſame Meſſuages or Tenements, Lands, Cottages, and Premiſſes, and every part and parcel thereof, with the Appurtenances, ſhall from henceforth for ever remain and continue unto the ſaid H. H. and S. his Wife, and to the Heirs and Aſſigns of the ſaid H. H. freely and clearly acquitted, exonerated and diſcharged of and from all and all manner of former Bargains, Sales, Gifts, Grants, Dowers, Joyntures, Leaſes, Rents, Charges, Rent-ſeck, Arrearages of Rents, Annuities, Uſes, Entails, Statutes-Merchant, and of the Staple, Judgments, Forfeitures, Executions, Intruſions and Incumbrances whatſoever, and of and from all other Charges, Titles, Troubles and Incumbrances whatſoever, had, made, committed, or wittingly or willingly ſuffered or done by the ſaid G. C. or by any other perſon or perſons whatſoever, lawfully claiming by, from, or under him the ſaid G. C. or by his means, aſſent, privity or procurement (the rents and ſervices from henceforth to grow due to the chief Lord or Lords of the fee or fees of the premiſſes, for

and in reſpect of his or their Seigniory or Seigniories, onely excepted and foreprized.) And further, that he the ſaid G. C. and his Heirs and Aſſigns, ſhall and will at all time and times hereafter, within the ſpace of five years next enſuing the date of theſe preſents, upon the reaſonable requeſt, and at the coſts and charges in the Law of the ſaid H. H. and S. his Wife, or of the Heirs and Aſſigns of the ſaid H. H. make, ſuffer, do, acknowledge and execute, or cauſe to be made, done, knowledged, ſuffered and executed all and every ſuch further lawful and reaſonable act and acts, thing and things, device and devices, conveyances and aſſurances in the Law whatſoever, for the further, more perfect, and better aſſuring and ſure making of the premiſes before-mentioned to be hereby bargained and ſold, and of every part and parcel thereof, unto the ſaid H.H. and S. his Wife, and to the Heirs and Aſſigns of the ſaid H.H. for ever. Be it by fine or fines, feoffment or feoffments, recovery or recoveries, with ſingle or double Voucher or Vouchers, Deed or Deeds, inrolled or not inrolled, the inrolment of theſe preſents, releaſe, confirmation with warranty of the ſaid G. C. and his Heirs, only againſt him the ſaid G. C. and his Heirs, or otherwiſe without warranty, or by all, every or any of the ſaid ways or means, or by any other ways or means which by the ſaid H. H. &c. or his or their Counſel learned in the Law ſhall be reaſonably deviſed, adviſed or required, ſo as the ſame do not contain or extend unto any further warranty, than againſt him the ſaid G. C his Executors or Aſſigns, or againſt any further act or acts than as aforeſaid; and ſo as neither he nor they that make ſuch further aſſurance, be compelled or compellable to travel further than the Cities of *London* and *Weſtminſter*, for the doing, making, or executing of ſuch further aſſurances and conveyances, as aforeſaid. And laſtly, it is agreed by and between the ſaid parties to theſe preſents, That all and every the ſaid aſſurances and conveyances ſo as aforeſaid, hereafter to be had of the premiſſes, ſhall be and ſhall be eſteemed and taken to be to the onely uſe of them the ſaid H.H and S. his Wife, and of the Heirs and Aſſigns of the ſaid H. H. for ever, and to no other uſe, intent and purpoſe whatſoever; any thing in theſe preſents contained to the contrary thereof, in any wiſe notwithſtanding. In witneſs whereof, &c.

A Joynture made to the Wife before Marriage.

THis Indenture made, *&c.* Between J.C. the younger of, &c. on the firſt part, and J. C. the elder, &c. on the ſecond part, and R.W. of, &c. on the third part, Witneſſeth, That the ſaid J. C. the younger, for and in conſideration of a Marriage (by Gods grace) intended, and ſhortly to be had and ſolemnized between the ſaid J.C.the younger, and A. the Daughter of T.C.of, &c. And that the ſaid A. may be provided of a ſufficient Joynture, in caſe ſhe ſhall ſurvive the ſaid J. C. the younger, and for divers other good cauſes and conſiderations him the ſaid J. C. the younger hereunto eſpecially moving, Doth for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and grant to and with the ſaid J.C.the elder, and R. W. their Executors, &c. and to and with every of them by theſe preſents, that he the ſaid J. C. the younger, ſhall and will, before the end of *Eaſter*-Term now next, &c. before the Juſtices (of our Sovereign Lord the King) of his Majeſties Court of *Common-Pleas* at *Weſtminſter*, or ſome other perſon or perſons thereunto lawfully and ſufficiently authorized, acknowledge and levy one Fine *(Sur conuſence de droit come ceo que ills ont de ſon done)* with proclamation thereupon to be made, according to the common courſe of Fines in that behalf made and provided, unto the ſaid J.C. the elder, and R.W. and their Heirs, or the Heirs of one of them, of, in and upon all that Meſſuage or Tenement wherein T. B. Vintner now dwelleth, and whereof he the ſaid J. C. the younger is ſeized in his Demeaſn, as of fee, in his own proper right, commonly called or known by the, &c. ſituate, &c. And of all the Shops, Cellars, Sollers, Chambers, Rooms, Eaſements, Commodities and Appurtenances to the ſaid Meſſuage or Tenement belonging, or to or with the ſame uſed, occupied or enjoyed, or reputed, or taken, as part, parcel or member of the ſame, or as belonging thereunto, by ſuch name or names, and in ſuch manner or form, as by the ſaid J. C. the elder, and R. W. or their Council learned in the Law, ſhall be reaſonably deviſed and adviſed, or required, at the onely proper coſts and charges in the Law of the ſaid J. C. the younger: the true intent and meaning of which ſaid Fine ſo to be levied and executed of the ſaid premiſes, between the ſaid parties, is to be, and ſo ſhall be conſtrued, intended, and adjudged to be to the uſe and behoof of the ſaid J. C. the younger, during his natural life, without impeachment of or for

any manner of waſte; and after his deceaſe, to the uſe and behoof of the ſaid A. &c. for and during the term of her natural life, without any Impeachment, &c. and after her deceaſe to the uſe and behoof of the Heirs of the body of the ſaid J. C. the younger, on the body of the ſaid A. lawfully to be begotten; and for default of ſuch iſſue, to the right Heirs of the ſaid A. for ever. Provided always, that if the ſaid Marriage ſhall not take effect, nor be had or ſolemnized between the ſaid J. C. the younger, and the ſaid A.T. before the, &c. next enſuing, &c. That then the ſaid fine ſo to be made, levied, and acknowledged of the ſaid Meſſuage and Premiſes aforeſaid, ſhall be, and ſhall be taken, deemed, adjudged, and conſtrued to be to the uſe of the ſaid J. C. the younger, and to his Heirs and Aſſigns for ever; any thing herein contained to the contrary, &c. In witneſs, &c.

A Leaſe to try a Title.

THis Indenture made, &c. Between T.A. & R. M. &c. of the one part, and W.M. of, &c. on the other part, Witneſſeth, That the ſaid T. A. & R. M. for divers good cauſes and conſiderations, &c. have demiſed, granted, &c. and by theſe preſents do, &c. unto the ſaid W. M. all that their Site of, &c. and all houſes, edifices, buildings, barns, ſtables, orchards, gardens, eaſements and commodities thereunto belonging or appertaining. To have and to hold the ſaid, &c. and all other the demiſed premiſes, with the Appurtenances, and every part and parcel thereof, unto the ſaid W. M. his, &c. from, &c. unto the end and term of, &c. from thence next, &c. Yielding, &c. unto the ſaid, &c. their, &c. one P. &c. if it be demanded. In witneſs, &c.

A Bargain and Sale of a Houſe in London.

THis Indenture made, &c. between R. B. of E. in the County of N. Eſq; of the one part, and J. H. of L. Eſq; of the other part, Witneſſeth, That the ſaid R. B. for and in conſideration of the ſum of, &c. of lawful, &c. to him in hand paid before the enſealing and delivery of theſe preſents by the ſaid J.H. whereof the ſaid R.B. doth acknowledge the Receipt, and thereof and of every part and parcel thereof, doth clearly acquit and diſcharge the ſaid J. H. his Heirs and Aſſigns, and every of them for ever by theſe preſents, Hath given, granted, bargained, ſold, aliened, infeoffed and confirmed, and by theſe preſents doth fully, clearly, and abſolutely give, grant,

grant, bargain, ſell, alien, infeoff, and confirm unto the ſaid J. H. his Heirs and Aſſigns for ever, all that Meſſuage or Tenement, with the Appurtenances, commonly called or known by the name of, &c. now or late in the tenure or occupation of one W. S. &c. or of his Aſſignee or Aſſignees, ſituate, lying, and being, in, &c. together with all and ſingular Shops, Cellars, Sollers, Chambers, Rooms, Entries, Ways, Paſſages, Yards, Back-ſides, Lights, Water-courſes, Eaſements, Profits, Commodities, and Hereditaments whatſoever, to the ſaid Meſſuage or Tenement now or at any time heretofore belonging or appertaining, or therewith now or heretofore demiſed, uſed, occupied, or enjoyed, or accepted, reputed or taken as part, parcel, or member thereof, or of any part thereof: And the reverſion and reverſions, remainder and remainders of all and ſingular the premiſes, and of every part and parcel thereof: And the Rents and yearly Profits of all and ſingular the Premiſes, and of every part and parcel thereof. And alſo all and ſingular Deeds, Evidences, Charters, Letters-Patents, Exemplifications of Records, Counter-parts of Leaſes, Writings, Eſcripts and Monuments touching and concerning the before-bargained premiſſes, and every part and parcel thereof. To have and to hold the ſaid Meſſuage or Tenement, Shops, Cellars, Sollers, Chambers, and all and ſingular other the premiſſes, with their and every of their Appurtenances before by theſe preſents bargained and ſold, or meant, mentioned or intended to be hereby granted, bargained and ſold, and every part and parcel thereof, unto the ſaid J. H. his Heirs and Aſſigns, to the only uſe and behoof of him the ſaid J. H. his Heirs and Aſſigns for ever. And the ſaid R. B. for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, doth covenant, promiſe and grant to and with the ſaid J. H. his Heirs, Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe preſents, in manner and form following (that is to ſay) that he the ſaid R. B. at the enſealing hereof is, and until the firſt Execution of an Eſtate to the ſaid J. H. his Heirs and Aſſigns by force of theſe preſents, ſhall ſtand and be lawfully ſeized to him, his Heirs and Aſſigns, of and in the before-bargained premiſes, and of and in every part and parcel thereof, of a good, ſure, lawful, abſolute and indefeazable Eſtate of inheritance in Fee-ſimple, without any conditions, limitation, uſe, or other thing to determine, alter, or change the ſame. And alſo that he the ſaid R. B. now hath full power, good right, lawful authority and true title to grant, alien, bargain, ſell, and

That he is ſeized in Fee-ſimple, and hath power to ſell.

confirm the before-bargained premiſes, and every part and parcel thereof, unto the ſaid J. H. his Heirs or Aſſigns, in manner and form aforeſaid, and according to the true intent and meaning of theſe preſents. And the ſaid R. B. for himſelf, his Heirs, Executors, and Adminiſtrators, and for every of them, doth further covenant, promiſe and grant to and with the ſaid J. H. his Heirs, Executors and Aſſigns, by theſe preſents, that the ſaid Meſſuage or Tenement, Shops, Cellars, Sollers, &c. and all other the premiſes above by theſe preſents mentioned to be granted and ſold, and every part and parcel thereof, on the day of the date hereof, and from time to time, and at all times hereafter for ever, ſhall be, remain, and continue to the ſaid J. H. his Heirs and Aſſigns, to the only proper uſe and behoof of him the ſaid J. H. his Heirs & Aſſigns for ever, free & clear, and freely & clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid R. B. his Heirs or Aſſigns, ſufficiently ſaved and kept harmleſs of and from all and all manner of former Bargains, Sales, Joyntures, Dowers, Leaſes, Annuities, Rent-charge, Rent-ſeck, Arrerages of Rents, Statutes-Merchant and of the Staple, Recognizances, Judgments, Executions, Intruſions, Iſſues, Fines, Amerciaments, and of from all other charges, titles, troubles and incumbrances whatſoever, had, made, committed, ſuffered or done by the ſaid R. B. his Heirs and Aſſigns, one Leaſe heretofore made by T. P. of, &c. unto the before-named W. S. of the ſaid Meſſuage or Tenement and Premiſes, for the term of, &c. is reſerved: which ſaid yearly Rent from henceforth during the reſidue of the ſaid Term, ſhall be due, payable, and paid to the ſaid J. H. his Heirs and Aſſigns, (only excepted and foreprized) and alſo that he the ſaid J. H. his Heirs and Aſſigns, ſhall and may from henceforth for ever peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Meſſuage or Tenement, Shops, Cellars, Sollers, and other the premiſes above by theſe preſents mentioned to be bargained and ſold, and every part and parcel thereof; and the Rents, Iſſues, and Profits thereof, ſhall and may receive and take, without the let, interruption, or contradiction of the ſaid R. B. his Heirs or Aſſigns, or of any other perſon or perſons, claiming from, by or under him, them, or any of them, or by his or their means, right, title, conſent, privity or procurement. And further, the ſaid R. B. doth covenant, promiſe and grant, for him, his Heirs, Executors, and Adminiſtrators, to and with the ſaid

That the premiſes are diſcharged from incumbrances.

For quiet enjoying.

J. N.

J. N. his Heirs and Aſſigns, and to and with every of them by theſe preſents, That he the ſaid R. B. and his Heirs, and all and every other perſon or perſons, having and claiming, or which ſhall or may have, claim or pretend to have any manner of Eſtate, Right, Title or Intereſt into, or out of the before-bargained premiſes, or any part or parcel thereof, by, from, or under the ſaid R. B. ſhall and will from time to time, and at all times hereafter during the time and ſpace of, &c. next enſuing the date of theſe preſents, upon every reaſonable requeſt, and at the coſts and charges in the Law of the ſaid J. H. his Heirs or Aſſigns, do, make, acknowledge, execute and ſuffer, or cauſe to be made, done, acknowledged, executed and ſuffered all and every ſuch further act and acts, thing and things, aſſurances and conveyances in the Law whatſoever, for the further, more better and perfect aſſurance, ſurety and ſure-making of the ſaid Meſſuage or Tenement, Shops, Cellars, Sollers, and all other the Premiſes, with the Appurtenances above by theſe preſents mentioned to be bargained and ſold unto the ſaid J. H. his Heirs and Aſſigns for ever, be it by Fine or Fines, with Proclamation, Recovery or Recoveries, with double or ſingle Voucher or Vouchers, Deed or Deeds, Inrolled or not Inrolled, the Inrolment or Acknowledgment of theſe preſents, releaſe, confirmation with warranty againſt the ſaid R. B. and his Heirs, or without warranty, or by all or any, or as many of the ways, means and devices aforeſaid, or by any other ways or means whatſoever, as by the ſaid J. H. his Heirs or Aſſigns, or by his or their Counſel learned in the Law, ſhall be reaſonably deviſed, or adviſed and required. And alſo it is agreed by and between the ſaid parties to theſe preſents, that all and every the ſaid conveyances and aſſurances ſo, as aforeſaid, hereafter to be had, made, levied or executed of the before-bargained premiſes, and every or any part or parcel thereof, ſhall be and inure, and ſhall be eſteemed, adjudged, and taken to be and inure to the only uſe and behoof of him the ſaid J. H. his Heirs and Aſſigns for ever, and to no other uſe, intent or purpoſe whatſoever; any thing in theſe preſents contained to the contrary thereof, in any wiſe notwithſtanding. In witneſs, &c.

For further aſſurance.

A ſhort Leaſe of a Houſe in London.

THis Indenture made, &c. between N.H. of, &c. Gentleman, on the one part, and J.C. of, &c. of the other part, Witneſſeth, that the ſaid N. H. for divers good cauſes and valuable conſiderations him hereunto eſpecially moving, Hath demiſed, granted, and to farm let, and by theſe preſents doth demiſe, grant, and to farm let unto the ſaid J. C. his Executors, Adminiſtrators, &c. all that Meſſuage or Tenement of him the ſaid N. H. ſituate, lying, and being in, &c. containing theſe ſeveral rooms following, (that is to ſay) one kitchen on the ground, two little rooms or chambers over the ſame kitchen, and three other little rooms over the ſaid two laſt-mentioned rooms, &c. together with all ways, entries, paſſages, lights, caſements, water-courſes, profits, commodities, and appurtenances whatſoever to the ſaid Meſſuage or Tenement belonging, or in any wiſe appertaining, or therewith now uſed, occupied or enjoyed. To have and to hold the ſaid Meſſuage or Tenement, and all and ſingular other the premiſes before by theſe preſents demiſed or mentioned to be demiſed, with the Appurtenances, and every part and parcel thereof, unto the ſaid J. C. his, &c. from the Feaſt-day of, &c. unto the full end and term of, &c. from thence next enſuing, and fully to be compleat and ended; yielding and paying therefore yearly, during the ſaid term, unto the ſaid N.H. his Executors, Adminiſtrators, &c. the rent or ſum of, &c. of lawful, &c. at the four moſt uſual Feaſts or terms in the year (that is to ſay) at the Feaſts of, &c. by even and equal portions, or within fourteen days next enſuing every of the ſame Feaſts. And if it ſhall happen the ſaid yearly rent of, &c. to be behind and unpaid, in part or in all, by the ſaid ſpace of Fourteen days next enſuing after any of the ſaid Feaſts on which the ſame ought to be paid, as aforeſaid, being lawfully demanded, that then and from thenceforth, and at all times afterwards, it ſhall and may be lawful to and for the ſaid N.H. his Executors, Adminiſtrators, &c. into the ſaid Meſſuage or Tenement, and to every part and parcel thereof, wholly to re-enter, and the ſame to have again, retain, and re-poſſeſs, as his and their firſt and former eſtate; any thing aforeſaid to the contrary thereof in any wiſe notwithſtanding. And the ſaid J.C. for himſelf, his Executors, Adminiſtrators and Aſſigus, and for every of them, doth covenant, promiſe and grant to and with the ſaid N. H. his Executors and Aſſigns, and to and with every

Re-entry upon Non-payment of the Rent.

every of them by theſe preſents, in form following (that is to ſay) That the ſaid J.C. his Executors, Adminiſtrators and Aſſigns, or ſome of them, at his or their own proper coſts and charges, ſhall and will from time to time, and at all times hereafter during the ſaid term of, &c. hereby granted, well and ſufficiently repair, ſupport, uphold, maintain, amend and keep the ſaid Meſſuage or Tenement, and all and ſingular other the premiſes, and every part and parcel thereof, in, by and with all and all manner of needful and neceſſary reparations and amendments whatſoever; and the Pavements, Privies and Wydraughts belonging to the Premiſes, ſhall cauſe to be paved, purged, emptied and ſcowred: And the ſame premiſes, and every part thereof, ſo well and ſufficiently repaired, upholden, maintained, glazed, purged, emptied, paved, kept and amended, in the end of the ſaid term, or other ſooner expiration or determination of this preſent Leaſe, peaceably and quietly ſhall leave, ſurrender and yield up unto the ſaid N.H. his Executors and Aſſigns. And the ſaid N. H. doth for himſelf, his, &c. covenant, promiſe and grant to and with the ſaid J. C. his, &c. and to and with, &c. that the ſaid J.C. his, &c. paying the Rent, and performing the Covenants before in and by theſe preſents mentioned and reſerved, ſhall or may lawfully, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Meſſuage or Tenement, and all and ſingular other the premiſes, with their Appurtenances, and every part and parcel thereof, without any manner of let, ſuit, trouble, diſturbance, eviction, or interruption of the ſaid N. H. his, &c. or any of them, or of any other perſon or perſons whatſoever, claiming from, by or under him, them, or any of them, or by his and their means, act, title, conſent, privity or procurement. In witneſs, &c.

An Indenture of Covenants for paſſing of a Recovery in the Common-Pleas, to cut off an Intail.

THis Indenture made, &c between E. C. of, &c. of the one part; and W.O. & J.H. of, &c. of the other part, Witneſſeth, That it is covenanted, granted, concluded and agreed by and between the ſaid parties to theſe preſents; And the ſaid E. C. doth covenant and grant to and with the ſaid W. O. and J. H. that he the ſaid E. C. ſhall and will permit and ſuffer the ſaid W. O. and J. H. to purchaſe and ſue forth out of the High-Court of Chancery one or more Writ or Writs of entry *ſur diſſeiſin en le poſt*, returnable before the Juſtices of the Common-Pleas at *Weſtminſter*, at ſome certain day of Return in

in *Easter*-Term next coming, by which Writ or Writs the said W.O. and J.H. shall demand against the said E.C. all that Messuage, Tenement or Farm, with the Appurtenances, situate, &c. which late were in the possession of, &c. and also all that Close of Pasture-ground, commonly called, &c. containing, &c. and all that Close of Pasture, &c. and also all and singular Lands, Tenements, Rents, Reversions, Services, Commons, Profits, Commodities, Emoluments, and Hereditaments whatsoever; with all and singular the Appurtenances, to the Premises or any part or parcel thereof belonging, or in any wise appertaining, by such name and names, and in such manner and form, and by such number and quantity of Acres, as the said W.O. and J.H or the survivor of them, or the Counsel learned of them, shall be devised or advised; to which Writ the said E.C. shall appear personally or by Atturney, in the said Court of *Common-pleas*, and enter into the said warranty and imparl, and vouch the warranty, the common vouchee, who shall after depart in contempt of the Court; so as a good and perfect recovery shall and may be had in due form and order of Law, of the said Messuages, Lands, &c. and all other the premises, with the Appurtenances, according to the usual course of common Recoveries for assurance of Lands & Tenements in the said Court of *Common-Pleas*; and that a Writ of *Habere fac seisinam* shall be thereupon awarded, executed, and returned accordingly. And it is further condescended unto, and agreed by & between all the said parties to these presents, that as well the said Recovery so to be had and executed as aforesaid, as also all and every other Recovery or Recoveries, Conveyances & Assurances whatsoever, which before the Feast of, &c. shall be had and executed by and between the said parties to these presents, or any of them, of the said Messuages, Lands, Tenements and Hereditaments, and all and every other the premises, with the Appurtenances, or of any part or parcel thereof, by what name or names soever the same shall be so had and executed: and the full force & execution of them, and every of them, shall be and enure, and shall be construed, adjudged, and taken to be and enure to the only use and behoof of the said W. O. his, &c. for ever. And the said W.O. & J.H. and the survivor of them, and the Heirs of the Survivor of them, shall ever from thenceforth stand and be seized thereof, and of every part thereof, to the only use and behoof of the said W.O. his Heirs and Assigns for ever, and to no other use, intent or purpose whatsoever. In witness, &c.

An

An Assignment of a Lease.

THis Indenture made, &c. between P. S. of, &c. and M. his Wife, and Executrix of the last Will and Testament of J. C. late of, &c. deceased, on the one part, and W. W. of, &c. Yeoman, on the other part, witnesseth, That whereas T. M. of, &c. in and by one Indenture of Lease bearing date, &c. for the consideration therein mentioned, did demise, grant, and to farm let unto the said J. C. (*reciting the Grant*) as in and by the said recited Indenture of Lease, amongst divers other Covenants, Grants, Articles and Agreements therein contained, more fully and at large it doth and may appear. Now this Indenture witnesseth, That the said P. S. and M. his Wife, as well for and in consideration of the sum of, &c. to them in hand paid, before the ensealing and delivery of these presents, by the said W. W. whereof they do acknowledge the receipt; and thereof, and of every part and parcel thereof, do acquit, exonerate, and for ever discharge the said W. W. his, &c. by these presents, Hath given, granted, bargained, sold, assigned, and set over, and by these presents do give, grant, &c. unto the said W. W. his, &c. all that parcel of ground or garden-plat, with the appurtenances before-mentioned, and all houses, edifices, buildings, &c. and all the Estate, Right, Title, Interest Possession, term of years to come, claim and demand whatsoever, which they the said P. S. and M. his Wife, or either of them now have or hath, may, might, should, or in any wise ought to have or claim, of, in or to the said parcel of ground, and garden-plat, and other the premisses, with the appurtenances, and every or any part or parcel thereof, by force and virtue of the said Indenture of Lease. To have & to hold the said parcels of ground or garden-plat, and *Habend.* all Houses, Edifices, and Buildings thereupon, or upon any part or parcel thereof now standing or being; And also all the said recited Indenture of Lease, and all the Estate, Right, Title, Interest, Term of years, and all and singular other the Premisses, with the appurtenances, in and before by these presents bargained, sold, assigned, and set over, or mentioned or intended to be hereby given, granted, bargained, sold, assigned, and set over, and every part and parcel thereof, unto the said W. W. his Executors, Administrators and Assigns, to his and their own proper use and behoof, during the residue of the said term in and by the said Indenture of Lease granted, and therein now to come and unexpired, in as large, ample, and beneficial manner, to all intents, constructions, and pur-

purpoſes, as they the ſaid P. S. and M. his Wife, or either of them, now have or hath, may, might, ſhould, or in any wiſe ought to have and enjoy the ſame, by force and virtue of the ſaid recited Indenture of Leaſe, or otherwiſe howſoever. And the ſaid P. S. and M. his Wife, for themſelves, their Executors, &c. and for either of them, and either of their, &c. doth covenant, &c. that the ſaid recited Indenture of Leaſe, &c. at the time of the enſealing and delivery of theſe preſents, is a good, ſure, perfect, and indefeazable Leaſe in the Law, of and for the ſaid parcel of ground or garden-plat, and premiſes hereby demiſed, and ſo ſhall ſtand, remain, continue and be unto the ſaid W. W. his Executors, &c. to his and their own proper uſe and behoof, for and during all the term of years thereby granted, and yet to come and unexpired, under the Rents and Covenants therein mentioned or contained. And alſo that the ſaid W. his, &c. and every of them, under the Rents, Covenants, Articles, and Agreements in the ſaid recited Indenture of Leaſe contained, ſhall or may for and during all the reſt and reſidue yet to come and unexpired of the ſaid term in the ſaid recited Indenture of Leaſe contained, lawfully, peaceably, and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid parcel of ground or garden-plat, and all other the premiſſes, with the appurtenances, and every part and parcel thereof, without the let, trouble, contradiction or interruption of them the ſaid P. S. and M. his Wife, or either of them, their, or either of their Heirs, Executors, or Aſſigns, or of any other perſon or perſons whatſoever, lawfully claiming, or to claim any eſtate or intereſt in the premiſſes, or any part thereof, by, from, or under him, them, or any of them, diſcharged alſo of and from all former Bargains, Sales, Gifts, Surrenders, Forfeitures, and Re-entries, Rents, Arrearages of Rents, Charges and Incumbrances, done or to be done by the ſaid P. S. and M. his Wife, or either of them, or by any other perſon or perſons whatſoever, lawfully claiming from, by or under him, them, or either or any of them, as aforeſaid; or by his, their, either or any of their means, act, title, intereſt, forfeitures or procurement; the Rents and Covenants in the ſaid recited Indenture of Leaſe herein before-mentioned and expreſſed, onely excepted and fore-prized. In witneſs, &c.

An

An Aſſignment of a Moity of Houſe and Goods, with good Covenants.

TO all Chriſtian people, to whom, &c. R. B. of L. &c. Executor of the laſt Will and Teſtament of R. R. late of L. deceaſed, and P. K. Citizen, &c. ſend greeting in our Lord God everlaſting. Whereas W. T. of, &c. by his Indenture of Leaſe dated, &c. for the conſideration therein mentioned, did demiſe, grant, and to farm let unto the ſaid P. K. his, &c. all that the Meſſuage or Tenement, called, &c. ſituate and being, &c. together alſo with all the Goods and Utenſils of Houſhold-ſtuff then being and belonging to the ſaid Meſſuage or Tenement, mentioned and comprized in a Schedule to the ſaid Indenture annexed: To have and to hold, &c. as in and by the ſaid, &c. And whereas the ſaid P. K. by Deed-pole dated, &c. for the conſiderations therein expreſſed, did demiſe, &c. the ſaid laſt mentioned Indenture, &c. and all his Eſtate, &c. of, in and to the ſaid, &c. unto the ſaid R. R. the Eſtate and Intereſt of which ſaid R. R. of and in, &c. did after come to the ſaid R. B. as Executor of the laſt Will and Teſtament of the ſaid R. R. And the ſaid R. B. being thereof poſſeſſed, by the means aforeſaid, did by Indenture dated, &c. for the conſiderations, &c. grant, bargain, &c. The Moity of the ſaid &c. unto I. C. of, &c. And the ſaid J. C. by Deed-pole dated, &c. did make over the ſaid Moity of the ſaid, &c. unto A. B. Inn-keeper, &c. and the other Moity of and in the ſame, &c. now remaining in the ſaid R. B. and P. K. or one of them: together with the whole right, title, &c. Now know ye, that we the ſaid R. B. and P. K. for and in conſideration of, &c. Have given, granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents, &c unto the ſaid R. M. the ſaid laſt mentioned Moity of the ſaid Meſſuage or Tenement, with the appurtenances, called the, &c. aforeſaid. And alſo all our right, title, and intereſt, of, in and to the ſaid Moity of the ſaid Goods and Chattels before-mentioned, thereunto belonging, and every part and parcel thereof: As alſo all the eſtate, right, title, intereſt, term and term of years, property, claim and demand whatſoever, which we the ſaid R. B. and P. K. or either of us, now have, may, might, ſhould, or in any wiſe ought to have and enjoy, of, in or to the ſaid Meſſuage or Tenement, called, &c. and of, in or to the Moity of the ſaid Goods and Chattels thereunto belonging: Together with all Writings, Leaſes, Counterparts of Leaſes, Eſcripts, and Monuments, touching and concerning the ſame premiſſes, in as large and ample manner, as we or either

of

of us, now have, and may hold the ſame by force and virtue of the ſaid ſeveral Indentures before mentioned, or any thing therein contained, or otherwiſe howſoever. To have and to hold all and ſingular the before-bargained premiſes, with their Appurtenances, and every part and parcel thereof, unto the ſaid R. M. his,&c. to his and their own proper uſes and behoofs, as fully, and in as large and ample manner and form, as we the ſaid R.B. & P.K. or either of us, now have, may, might, ſhould or ought to have and enjoy the ſame. And we the ſaid R. B. & P. K. for us, and either of us,and either of our Heirs,&c. and for every of us, do covenant, promiſe, &c. that we the ſaid R. B. & P.K. or one of us (at the time of the enſealing and delivery of theſe preſents) are or is the very true and right owners and poſſeſſors,or owner and poſſeſſor of the premiſes hereby before mentioned to be bargained and ſold, with the Appurtenances, and every part and parcel thereof, for and during all the reſt and reſidue of the ſaid ſeveral terms yet to come and unexpired in the ſaid ſeveral recited Indentures of Leaſe; and that we, or one of us, have or hath full power and good right, true title, and abſolute authority,to give, grant, bargain, ſell,aſſign and ſet over the ſaid premiſes hereby bargained and ſold, with their and every of their Appurtenances, unto the ſaid R. M. his,&c. in manner and form aforeſaid. And alſo that all and ſingular the ſaid premiſes hereby mentioned to be bargained and ſold, with their and every of their Appurtenances, and every part and parcel thereof, at the time of the enſealing and delivery of theſe preſents, are and be, and ſo at all times hereafter from henceforth during all the reſt and reſidue of the ſaid ſeveral terms in and by the ſaid ſeveral recited Indentures of Leaſe granted, ſhall be,remain and continue unto the ſaid R. M. his,&c, free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe well and ſufficiently ſaved and kept harmleſs, off and from all and all manner of former and other Bargains,Sales, Gifts, Grants, Leaſes, Fines,Forfeitures, Rents, Arrerages of Rents, cauſe and cauſes of Forfeitures,and Re-entry; and off and from all other Titles,Troubles and Incumbrances whatſoever, heretofore had, made, committed, ſuffered or done by us the ſaid R. B. & P. K. or either of us, our Executors, &c. or any of us, in any manner of wiſe howſoever; and ſo ſhall be during all the reſt and reſidue of all and ſo many years as are yet to come and unexpired of the ſaid ſeveral terms in and by the ſaid ſeveral recited Indentures of Leaſe granted, according to the true intent and meaning of theſe preſents (the ſeveral Rents, Payments, Covenants and Agreements in the ſaid ſeveral recited Indentures of Leaſe reſpe-

reſpectively comprized and ſpecified, which from henceforth on the Tenants and Leſſees parts and behalfs are or ought to be obſerved, performed, fulfilled and kept, according to the true meaning of the ſeveral recited Indentures of Leaſe, and the moity or one half part of the yearly Rent of, &c. reſerved for certain Rooms and Chambers belonging to the, &c. now in the occupation of, &c. which Moity of the ſaid rent is formerly ſold and releaſed unto the ſaid A. B. his, &c. only excepted and fore-prized) any thing in theſe preſents contained, &c. In witneſs, &c.

An Aſſignment of a Leaſe in truſt, whereof the Aſſignor is to take a further eſtate in the premiſſes.

THis Indenture made, &c. between Sir A. C. of, &c. on the one part, and E. H. and C. D. of, &c. on the other part, Witneſſeth, That whereas Sir J. D. &c. by his Indenture of Leaſe, bearing date the, &c. *(reciting the Grant and Habend.)* as in and by the, &c. Now this Indenture further witneſſeth, That the ſaid Sir A. C. for and in conſideration of the truſt hereafter mentioned, and for divers other good cauſes and conſiderations him thereunto moving, hath granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents doth grant, bargained, &c. unto the ſaid E. H. and C. D. their Executors, Adminiſtrators and Aſſigns, and to the Survior of them the ſaid E. H. & C. D. and to the Executors, Adminiſtrators and Aſſigns of the ſurvior of them all, &c. *(mentioning all that is aſſigned & ſet over)* To have and to hold the ſaid Lordſhip, &c. and all other the premiſſes, with all and ſingular their appurtenances before by theſe preſents bargained, ſold, aſſigned and ſet over, and every part and parcel thereof, unto the ſaid E. H. and C. D. their Executors, Adminiſtrators and Aſſigns, and to the Survior or Survivors of them the ſaid E. H. and C. D. and to the Executors, Adminiſtrators and Aſſigns of the Survior of them all, &c. *(mentioning all that is aſſigned, &c.)* Nevertheleſs upon this truſt and confidence in them and every of them repoſed, that they the ſaid E. H. and C. D. and the Surviour of them, and the Executors, &c. of the Surviour of them, ſhall and will at all times hereafter, and from time to time, upon the reaſonable requeſt to them or any of them to be made, and at the coſts and charges in the Law of the ſaid Sir A. C. his Executors, &c. aſſign, convey and aſſure all and ſingular the before-bargained premiſſes, and every part & parcel thereof, unto ſuch perſon or perſons, their Executors, &c. by the ſaid Sir A. C. his Executors, *&c.* ſhall be nominated & appointed, in ſuch manner & form as by the ſaid Sir A. C. his Executors, &c. or his or their Counſel learned

learned in the Law, ſhall be reaſonably deviſed, or adviſed and required, and upon further truſt and confidence that they and every of them ſhall and will upon the like requeſt to be made, do and perform all and every lawful act and acts, thing and things whatſoever, for the extinguiſhment of this preſent bargain, ſale and aſſignment of the premiſes above-mentioned, as by the ſaid Sir A. C. his Executors, &c. or by his or their Council learned in the Law, ſhall be reaſonably deviſed, or adviſed and required. In witneſs, &c.

An Aſſignment of a Judgment.

THis Indenture made, &c. between M.M. &c. on the one part, and R.T. &c. on the other part, witneſſeth, That whereas the ſaid M.M. hath recovered a Judgment in his Majeſties Court of Common-Pleas at *Weſtminſter*, in *Hillary* Term, *Anno*, &c. againſt E. G. for xx l. Debt, beſides Coſts of Suit, as by the Records of the ſaid Court more at large may appear; Now the ſaid M. M. for good conſiderations him moving, hath bargained, ſold, aſſigned and ſet over, and by theſe preſents doth bargain, ſell, aſſign, and ſet over unto the ſaid R. T. his Executors, &c. as well the ſaid Judgment, and all and every ſum and ſums of money therein mentioned and contained: As alſo all benefit and advantage which ſhall or may be had, obtained, or gotten by reaſon or means of the ſaid Judgment, or any Proceſs, or Execution thereupon to be had, ſued out, or executed: To have & to hold the ſaid Judgment, ſum and ſums of money, benefit, advantage, and other the premiſſes aforeſaid, unto the ſaid R. T. his, &c. to his and their own proper uſes and behoofs, in as ample manner as he the ſaid M. M. his Executors or Aſſigns, might or could have and enjoy the ſame, if theſe preſents had never been had or made. And the ſaid M. M. his Executors, &c. ſhall and will juſtifie, maintain and avow, all and every lawful act and thing that ſhall be done in and about the premiſſes, without releaſing or diſcharging the ſame, ſo as there be no further benefit taken, than onely the due debt, intereſt and charges; and that all the benefit which ſhall be obtained or gotten upon the ſaid Judgment, ſhall wholly remain and be unto the ſaid T. R. his Executors, &c. to his and their own proper uſes & behoofs, without any account or other thing to be therefore yielded or done to the ſaid M. M. his, &c. for the ſame. In witneſs, &c.

An

An Aſſignment of an Annuity.

TO all Chriſtian people, &c. I I.W. of, &c. Gentleman, ſend greeting in our Lord God everlaſting: Whereas J. C. Citizen, &c. by his Deed indented, bearing date, &c. for the conſideration therein mentioned, did give, grant and confirm unto me the ſaid J.W. one annuity or yearly rent or penſion of, &c. to be iſſuing and going out of all and ſingular the Meſſuages or Tenements, Lands and premiſes of the ſaid J.G. ſituate and being in, &c. for the term of the natural life of me the ſaid J.W. as in and by the ſaid Deed indented (among divers other Covenants, Grants, Articles and Agreements therein contained) more fully and at large it doth and may appear. Now know ye that I the ſaid J.W. for good conſiderations me moving, have aſſigned and ſet over, and by theſe preſents do aſſign and ſet over unto S. L. of, &c. the ſaid annuity or yearly penſion of, &c. To have and to hold the ſaid annuity or yearly rent of, &c. aforeſaid, unto the ſaid S. L. and her Aſſigns, in as large and ample manner and form as I the ſaid J.W. may or ought to have and enjoy the ſame, by force of the ſaid Deed indented, or any thing therein contained (together with the ſaid Deed indented.) In witneſs, &c.

A Releaſe of one uſed in truſt.

TO all Chriſtian people, &c. R.M. of, &c. ſendeth greeting in our Lord God everlaſting: Whereas C.G. and T. T. for and in conſideration of a certain ſum of money to them paid by J. L. of, &c. by their Indenture of bargain and ſale, bearing date, &c. did grant, bargain and ſell unto the ſaid J.L. and R. M. their Heirs and Aſſigns for ever, all that their third part in three parts equally to be divided, of all that their Meſſuage or Tenement called, &c. with the appurtenances, ſituate, &c. late in the tenure of, &c. And alſo all that their third part in three parts equally to be divided, of all that their Mine of Coals opened or to be opened, or to be gotten or digged, within the Grounds or Lands to the ſaid Meſſuage or Tenement called, &c. belonging or appertaining, or in any part or parcel thereof, as by the ſame Indenture among divers other Covenants and Agreements, more at large it doth and may appear. All which premiſſes in the Indenture ſpecified, ſo ſold and granted to the ſaid J. L. and R.M. as aforeſaid, was before and at the enſealing of the ſaid Indenture intended and meant to be to the onely uſe and behoof of the ſaid J. L. and his Heirs,

and to no other uſe or purpoſe whatſoever. Now know ye that I the ſaid R. M. for and in regard of the truſt and confidence in me repoſed by the ſaid J. L. have remiſed, releaſed, and for ever quit-claimed, and for me and my Heirs do by theſe preſents, remiſe, releaſe. and for ever quit-claim unto the ſaid J.L. and his Heirs, All my right, intereſt, eſtate, title and demand which heretofore I have had, or now have, of and in the ſaid premiſſes in the ſaid Indenture ſpecified, or in any part or parcel thereof. In witneſs, &c.

A Surrender of a Leaſe for Lives, for the obtaining of a new Leaſe.

TO all, &c. I A. S. &c. ſend greeting, &c. Whereas I the ſaid A. now am, and ſtand lawfully ſeized and poſſeſſed of a Leaſe for term of my life to me made and granted by, &c. bearing date,&c. of and in, &c. all which premiſes are ſituate,&c. and are of the yearly value of,&c. as by the ſaid Indenture of Leaſe, relation,&c. Now know ye that I the ſaid A. have granted and ſurrendred, and by theſe preſents do fully and abſolutely grant and ſurrender unto the ſaid, &c. his Heirs and Aſſigns, the ſaid Meſſuage, &c. demiſed by the ſaid, &c. to me the ſaid A. by the ſaid recited Indenture of Leaſe, as aforeſaid, And all the eſtate, right, title, intereſt, term of life, and demand whatſoever, of me the ſaid A. of, in and to the ſaid Meſſuage, and other the premiſſes, with the appurtenances, and of, in and to every of them, and every part and parcel thereof, by force and virtue of the ſaid recited Indenture of Leaſe, or otherwiſe howſoever; together alſo with the ſaid Indenture of Leaſe: To the intent nevertheleſs, and upon condition, that the ſaid, &c. may by his Indenture of Leaſe make a new demiſe and grant of the premiſſes, to J. H. and C. his Wife, and N. their Son, for term of their natural lives, and the life of the longeſt liver of them ſucceſſively, or otherwiſe, as ſhall be thought convenient, and for and under the yearly rent, and under ſuch Proviſoes, Covenants, and Articles as ſhall be thought fit therein to be comprized. In witneſs, &c.

A Revocation of a Suit.

TO all, &c. I A.B. ſend greeting, &c. Whereas an Action hath been brought at the Common Law in my name, againſt P.F. upon a Bond wherein the ſaid P.F. and one W.D. became bound unto me in the ſum of, &c. on the, &c. as by the ſame Obligation, &c. Now know ye, That I the ſaid A.B. do by theſe

preſents

preſents revoke and withdraw the ſaid Action and Suit brought againſt the ſaid P. F. upon the ſaid Obligation, and all proceedings thereupon had in my name; and do alſo countermand all Letters of Attorney, and other Authorities whatſoever, by me heretofore made, or given to any perſon or perſons, for the proſecution of any Action or ſuit upon the ſaid Bond; and do alſo ſignifie and declare, that my will and pleaſure is, that no Action or ſuit ſhall at any time hereafter be brought and commenced againſt the ſaid P. F. and W. D. nor either of them, nor their, nor either of their Heirs, &c. upon the ſaid Obligation. In witneſs, &c.

A Releaſe for waſte done.

TO all, &c. W. S. of, &c. ſendeth greeting in our Lord God everlaſting: Whereas J. S. of, &c. being poſſeſſed of a Leaſe for divers years yet to come, of and in one parcel of Wood-ground, commonly called, &c. ſituate, &c. containing &c. being parcel of the poſſeſſion of W. S. &c. aforeſaid: And whereas the ſaid J. S. for the better advantage to himſelf, and for the increaſe of his own yearly profit to be made of the ſame Wood-ground, and for the better and more profitable manuring of the ſaid ground, hath for that purpoſe cut down, and grubbed up divers Trees in and upon the ſaid parcel of Wood-ground, and hath converted the ſame ground into Tillage, whereby a far greater annual profit is, and yearly advantage will be made thereof, than if the ſame ſhould continue Wood-ground, which in time to come will turn to the better benefit and advantage of the ſaid W. S. and his Heirs, after the end and determination of the ſaid Leaſe, made to the ſaid J. S. yet notwithſtanding the ſaid J. S. is ſubject and liable to be queſtioned and troubled by Action to be commenced againſt him, both for the waſte he hath committed by cutting down Trees, and for not preſerving of the ſaid Woods, according to the Covenants compriſed in his ſaid Leaſe. Now know ye, that the ſaid W. S. &c. for and in conſideration of, &c. and for divers good cauſes, &c. hath for himſelf, his Heirs, Executors, &c. remiſed, releaſed, and quit-claimed, and by theſe preſents doth clearly and abſolutely remiſe, releaſe, and quit claim unto the ſaid J. S. &c. all and all manner of actions of waſte, and all manner of ſuits for any waſtes or ſpoils done or committed by him the ſaid R. S. in the ſaid Wood, and Wood-ground, called, &c. aforeſaid, until the date of theſe preſents: And all, and all manner of Actions of Covenants, and other Actions, ſuits or

demands, concernings, covenants, proviſoes, or agreements for not cutting down, or grubbing up the ſame Woods, or Underwoods, heretofore cut and grubbed up. In witneſs, &c.

A Releaſe of Errours.

BE it known, &c. That I A.B. &c. have remiſed, releaſed, quit-claimed and diſcharged, and always for me, my heirs, executors, adminiſtrators, and every of them, for evermore do quit-clam, and diſcharge unto C.D. of, &c. all and all manner of error and errors, cauſe and cauſes of error and errors, miſpriſions, miſentries, and erroneous proceedings whatſoever, had, made, committed, omitted, ſuffered or done, in all, every or any Plaint, Plea, Proceſs, Judgment and Execution whatſoever, had, made, &c. by the ſaid, &c. againſt me the ſaid A.B. in any Court or Courts of Record, at any time from the beginning of the world, &c. In witneſs, &c.

A diſcharge of an Apprentice from his ſervice.

TO all, &c. I F.W. of, &c. ſend greeting, &c. Whereas M.N. by his Indenture bearing date, &c. did put himſelf Apprentice to me for the term of, &c. commencing, &c. as by the ſaid Indenture may appear: Now know ye, That I the ſaid F.W. for good conſiderations me thereunto moving, do by theſe preſents clearly and abſolutely diſcharge and ſet free the ſaid M.N. of and from my ſervice, ſo as neither I, nor any for me, ſhall or may at any time hereafter, ask, claim or demand any ſervice of the ſaid M.N. by virtue of the ſaid Indenture, or otherwiſe: And alſo I do hereby remiſe and releaſe unto the ſaid M.N. all Actions, cauſe and cauſes of Actions, ſervice and demands whatſoever, which I now have, or hereafter may have againſt him, by reaſon of any Act whatſoever, from the beginning of the world, until the day of the date of theſe preſents. In witneſs whereof, &c.

A Letter of Attorney, to receive Money due upon a Bond.

KNow all men by theſe preſents, That I T.A. of, &c. have aſſigned, ordained and made, and in my ſtead and place, by theſe preſents, put and conſtituted my truſty and well-beloved Friend J.B. of, &c. my true and lawful Attorney, for me, and in my ſtead and name, but to the uſe and behoof of him the ſaid J.B. to take, recover and receive of W.S. of, &c. O.T. of, &c. and L.M. of, &c. the Sum of, &c. due unto me for non-

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payment of the ſum of, &c. of like money, on the twentieth day of, &c. laſt paſt, before the date of theſe preſents, as by one Obligation with condition there under written, bearing date, &c. in the year, &c. it doth and may more plainly appear, giving and by theſe preſents granting unto my ſaid Attorney, my full power and lawful authority in the premiſſes, to do, ſay, perform, conclude and finiſh, for me and in my name, as aforeſaid, all and every ſuch act and acts, thing and things, device and devices in the Law whatſoever, for the recovery of all the debts aforeſaid, as fully, largely and amply in every reſpect, as I my ſelf might or could do, if I were perſonally preſent; And upon the receipt thereof, acquittances or other diſcharges for me, and in my name, to make, ſeal and deliver, ratifying, allowing and holding firm and ſtable, all and whatſoever my ſaid Attorney ſhall lawfully do, or cauſe to be done in or about the execution of the premiſſes, by virtue of theſe preſents. In witneſs, &c.

A Letter of Attorney to enter upon Lands, and deliver a Leaſe.

KNow all men, &c. that I R.R. of, &c. have made, ordained, conſtituted and appointed, and by theſe preſents do make, ordain, conſtitute and appoint T.C. of, &c. my true and lawful Attorney, for me, and in my ſtead and name, to enter and come into and upon the Farm and Lands of T. in the Pariſh of, &c. in the County of, &c. now in the Tenure or occupation of K.T. or of his Aſſigns, and upon any part thereof, then and there for me, and in my ſtead and name, to deliver as my act and deed, unto H.M. of, &c. or to his Aſſigns, one Indenture, whereunto I have already ſealed, bearing date, &c. made between me the ſaid R. R. on the one part, and the ſaid H. M. on the other part, purporting a Leaſe of the ſaid Farm and Lands unto the ſaid H. M. his Executors, Adminiſtrators and Aſſigns, for the term of Ten years next enſuing,, as in and by the ſaid Indenture more at large appeareth. Which Indenture, after the ſame ſhall be ſo delivered by my ſaid Attorney, I the ſaid R. R. do promiſe by theſe preſents, ſhall be my effectual Deed in Law, to all intents, conſtructions and purpoſes, as if I the ſaid R. R. had ſealed and delivered the ſame then there my ſelf. In witneſs, &c.

Another Letter of Attorney to enter upon Lands, and to deliver a Leaſe.

TO all, &c. We T.A. & R.M. ſend greeting. Whereas we the ſaid T.A. & R.M. have ſigned and ſealed to one Indenture bearing date with theſe preſents, purporting a Leaſe demiſed or granted to J.H. of, &c. of all that our Mannor or Farm of, &c. with the Houſes, Barns, Stables, Orchards, Gardens, &c. and all that our Site or Rectory, or Parſonage of L. in the ſaid County of N. together with the Demeaſn Lands to the ſaid Mannor or Farm belonging or appertaining. To hold from the enſealing and delivery of the ſame Indenture, for the term of Six years then next enſuing, as by the ſame Indenture of Leaſe at large appeareth. Now know ye, That we the ſaid T.A. & R.M. have made, ordained, conſtituted and appointed, and by theſe preſents do make, ordain, conſtitute, and in our ſtead and place, put and appoint our truſty and well-beloved friend J. H. &c. our true and lawful Attorney and Aſſignee, for us, and in our ſtead and names, to enter and come into, and upon all that the ſaid, &c. and other the Lands aforeſaid, or into ſome part thereof; and then and there after ſuch entry made, to deliver unto the ſaid J.H. (as our very act and deed) the ſaid Indenture of Leaſe above mentioned: to hold according to the tenor of the ſaid Indenture, and further to do and execute all and every ſuch further thing or other act whatſoever, as ſhall be needful to be done and performed in that behalf, in as large, ample, and effectual manner, as we our ſelves might or could do, if we were perſonally preſent. In witneſs, &c.

A Letter of Attorney upon a Specialty being not due, with Covenants to juſtifie Actions.

TO all, &c. to whom this preſent writing ſhall come, Sir T.R. of, &c. ſendeth greeting in our Lord God everlaſting. Whereas H.F. of, &c. Gentleman, in and by one Obligation with condition thereupon endorſed, bearing date, &c. is and ſtandeth bound unto the ſaid Sir T.R. in the ſum of, &c. of lawful, &c. conditioned for the true payment of, &c. on the, &c. next, &c. at or in the, &c. as in and by the ſaid Obligation and Condition thereof at large appeareth. Now know ye, That the ſaid T.R. for divers good cauſes and conſiderations him moving, hath aſſigned, ordained and made, and in his ſtead and place put and conſtituted his truſty and well-beloved friend

R.D.

R.D. Citizen, &c. his true and lawful Attorney, for him, and in his ſtead and name, and to the only proper uſe and behoof of the ſaid R.D. to ask, require and receive of the ſaid H.F. his Executors, Adminiſtrators or Aſſigns, the ſaid ſum of, &c. at the ſaid day and place aforeſaid. And if default be made in payment of the ſaid ſum of, &c. as aforeſaid; then he the ſaid Sir T.R. doth by theſe preſents make, ordain, conſtitute and appoint the ſaid R.D. to be his true and lawful Attorney, for him, in his name, and to the only uſe of the ſaid R.D. to ask, levy, demand, recover, and receive of the ſaid H F. his Executors and Adminiſtrators, the ſaid ſum of, &c. ſo forfeited unto him the ſaid Sir T.R. for non-payment of the ſaid ſum of, &c. at the day, time and place aforeſaid: Giving, and by theſe preſents granting unto his ſaid Attorney, his full power and lawful authority in the premiſes: and upon default of the ſaid ſum of, &c. or any part thereof, the ſaid H.F. his Heirs, Executors, Adminiſtrators, &c. or any of them to arreſt, ſue, implead, impriſon, and out of priſon to deliver, and pleas and proſecutions againſt them and every of them, to ſuſtain and maintain according to the courſe of the Law; and upon the receipt of the ſaid ſum of, &c. or any part thereof, acquittance or other diſcharges for him, and in his name to make, ſeal and deliver, and one Attorney or more under him to ſubſtitute, and at his pleaſure to revoke, and all and every other act and acts, thing and things, device and devices in the Law whatſoever needful, or requiſite to be done in or about theſe premiſſes, for him, and in his name to do, execute and perform, as fully, largely and amply in every reſpect, as he himſelf might or could do, if he were perſonally preſent; ratifying, allowing, and holding firm and ſtable, all or whatſoever his ſaid Attorney, or his Subſtitute lawfully authorized, ſhall lawfully do, or cauſe to be done in or about the execution of the premiſes by theſe preſents. And the ſaid T.R. for himſelf, &c. that he the ſaid T.R. his Heirs, Executors and Adminiſtratots, and every of them, at all time and times hereafter, upon the reaſonable requeſt, or notice to him given, and at the coſts and charges in the Law of the ſaid R.D. his Executors, Adminiſtrators or Aſſigns, or ſome of them, ſhall and will maintain, juſtifie and avow with effect, all and every ſuch Action or Actions, Writ or Writs, Pleas, Proceſs, Judgments and Executious whatſoever, which by the ſaid R.D. his Executors, Adminiſtrators or Aſſigns, ſhall at any time hereafter be lawfully ſued, commenced, had or brought in his name againſt H.E. his heirs, executors, adminiſtrators, or any of them, upon or by reaſon of the obligation abovementioned, or any ſum or ſums of mony therin mentioned or contained. And alſo that

ſaid T.R. hath not at any time heretofore, neither he, his Executors, Adminiſtrators or Aſſigns, or any of them, at any time hereafter ſhall or will remiſe, releaſe, or otherwiſe diſcharge the ſaid H. F. his Heirs, Executors or Adminiſtrators, or any of them, of the ſaid Obligation above recited: nor yet of any ſum or ſums of money therein contained, without the ſpecial licence, conſent or agreement of the ſaid R.D. his Executors, Adminiſtrators or Aſſigns, or ſome of them, thereunto firſt had and obtained in writing under his or their hands and ſeals, and that all the benefit and commodity that ſhall be recovered, obtained or gotten by means of any ſuch action, ſuit, plaint, judgment or executions, ſhall redound, come and be to the only uſe and behoof of the ſaid R.D. his, &c. without any account or other thing therefore to be yielded or done to the ſaid Sir T. R. his, &c. or any of them. In witneſs, &c.

A Letter of Attorney general to receive debts and rents.

KNow all men by theſe preſents, That I A.W. of, &c. have aſſigned, ordained and made, and in my ſtead and place by theſe preſents, put and conſtitute my truſty and well-beloved ſervant H.H. of, &c. to be my true and lawful Attorney, for me, and in my name, and to my uſe, to ask, ſue for, levy, require, recover and receive all and every ſuch debts, rents and ſums of money as are now due unto me, or which at any day or days, time or times hereafter, ſhall be due, owing, belonging or appertaining unto me by any manner of ways or means whatſoever, from any perſon or perſons whatſoever, giving and granting unto my ſaid Attorney by theſe preſents, my full and whole power, ſtrength and authority in and about the premiſſes; and upon the receipt of any ſuch debts, rents and ſums of money, aforeſaid, acquittances or other diſcharges for me and in my name to do, make, ſeal and deliver, and all and every other act and acts, thing and things, device and devices in the Law whatſoever, needful and neceſſary to be done in or about the premiſſes for the recovery of all or any ſuch debt, rents or ſums of money, as aforeſaid, for me and in my name to do, execute & perform as fully, largely and amply in every reſpect, to all intents, conſtructions and purpoſes, as I my ſelf might or could do, if I were perſonally preſent; ratifying, allowing and holding firm and ſtable all and every ſuch act and acts. In witneſs, &c.

A

A ſhort Letter of Attorney of a Bond not due.

KNow all men,&c. That I A. B. of,&c. have made,ordained, conſtituted and appointed,and by theſe preſents do make, ordain, conſtiture and appoint R. B. of, &c. to be my true and lawful Attorney irrevocable, for me, in my name, and to his uſe, to ask,demand and receive of,&c. the full ſum of,&c. which ſhall be due and payable unto me by the ſaid, &c. at the Feaſt of, &c. next and immediately enſuing the date of theſe preſents, by virtue of one Obligation to me made from the ſaid, &c. bearing date, &c. laſt paſt, before the date of theſe preſents, as by the ſame Obligation, &c. And for non-payment of the ſaid ſum of,&c. at the day and place aforeſaid,I do by theſe preſents authorize and appoint the ſaid, &c. for me, and in my name, and to the uſe aforeſaid,to ask,levy,ſue for,recover & receive of the ſaid,&c. the ſaid full ſum,or penalty of, &c. to be then due and forfeited unto me for ſuch non-payment. Giving and by theſe preſents granting, unto my ſaid Attorney, my full power and abſolute priviledge, right, benefit and authority in all things whatſoever, which doth, can, or may in any wiſe touch or concern the premiſſes, either for the receipt of the ſaid ſum of, &c. on the day above mentioned, or for the doing or performing of any other act or acts, thing and things whatſoever, as ſhall be needful and requiſite to be done, proſecuted and performed for the recovery of the ſame, or the ſaid penalty, in caſe of forfeiture, as aforeſaid: and that in as large and ample manner in every reſpect, and to all intents and purpoſes, as I my ſelf might or could do, if I were in perſon preſent. And whatſoever my ſaid Attorney, or his Subſtitute lawfully authorized, ſhall do, or cauſe to be done in the premiſſes, I promiſe to allow of, and confirm by theſe preſents. In witneſs, &c.

A Short Letter of Attorney for the ſetting over of a Bond forfeited.

KNow all men, &c. That I H.H. of, &c. have made,ordained, conſtituted and appointed,and by theſe preſents do make, ordain, conſtitute, and appoint my truſty and well-beloved friend W. M. of,&c. to be my true and lawful Attorney for me, and in my ſtead and name, and to his own uſe, to ask, levy, recover,demand and receive of T. M. & N. L. of,&c. Gentlemen, and either of them, their and either of their Executors and Adminiſtrators, the ſum of, &c. which they have forfeited,and from me unjuſtly do detain and keep for non-payment of the ſum

ſum of,&c. at a certain day paſt, as by one Obligation with Condition thereupon endorſed, bearing date, &c. more at large it doth and may appear. Giving, and by theſe preſents granting unto my ſaid Attorney, my full power and authority in all things touching this my preſent buſineſs, & in my name to commence and proſecute any Action or Actions, Suit or Suits, for the recovering and getting of the ſaid ſum of, &c. and every or any part or parcel thereof, and Attorney or Attorneys in that behalf to conſtitute and make, and upon receipt thereof, or of any part thereof, acquittances, or other lawful diſcharges, in my ſtead and name to make, ſeal and deliver; ratifying and allowing by theſe preſents, all & whatſoever my ſaid Attorney or his Aſſigns, ſhall for obtaining and recovery of the ſaid ſum of, &c. or any part thereof, do or cauſe to be done in my ſtead and name. And alſo I the ſaid H.H do covenant and Promiſe by theſe preſents, That I the ſaid H.H. have not releaſed, nor will releaſe the ſaid T.M. & N.&c. of the ſaid Bond, nor the penalty therein contained, nor countermand this preſent Letter of Attorney, nor the authority thereby granted, nor any ſuit, act or proceeding at any time hereafter by virtue of theſe preſents to be brought or done. In witneſs, &c.

A Letter of Attorney to take poſſeſſion of Lands delivered by a Sheriff upon an Extent.

KNow all men by theſe preſents, That I A. B. &c. Eſq; have made, ordained, conſtituted, and by theſe preſents put and appointed my well-beloved friend C. D. to be my true and lawful Attorney, for me, and in my ſtead and name, to enter into the Mannor of H. with the Appurtenances, in the County of L. and now in the tenure or occupation of, &c. of the yearly value of, &c. and full and peaceable poſſeſſion and ſeizin thereof, for me, and in my ſtead and name, and to my uſe, to take, receive, retain and keep, as to him the ſame ſhall be delivered by the Sheriff of the ſame County of, &c. according to the tenor, purport and effect of His Majeſties Writ of Extent unto the ſaid Sheriff in that behalf directed. Giving and granting by virtue of theſe preſents unto my ſaid Attorney, my full power and authority, and all and every thing and things, needful, neceſſary or requiſite to be had, made, or done for or concerning the ſaid poſſeſſion taking, or the retaining of the ſame to my uſe, as aforeſaid, the ſame for me, in my ſtead and name to do, uſe, execute and exerciſe, as full and wholly, and in as large and ample manner and form, and to all intents and purpoſes, as I my ſelf might and could do, if I were perſonally

nally preſent; ratifying, allowing, and holding firm and ſtable all and whatſoever my ſaid Attorney ſhall lawfully do or cauſe to be done in or about the execution of the premiſſes, by virtue of theſe preſents. In witneſs, &c.

A Covenant for the levying of a Fine.

AND the ſaid C. D. for himſelf, his Executors, &c. and for every of them, doth covenant and grant to and with the ſaid W. G. and F. W. their Executors, Adminiſtrators, &c. That the ſaid C. D. or his Heirs ſhall and will at and before the &c. at the proper coſts and charges in the law of the ſaid C.D. his Heirs, &c. according to the uſual courſe of Fines and Recoveries us'd and accuſtom'd, levy one lawful and ſufficient fine, and ſuffer a lawful and ſufficient recovery to be had and made againſt him the ſaid C. D. and his Heirs, unto the ſaid W. C. and F. W. and their Heirs, or the Survior of them, or to ſuch other perſon or perſons as they the ſaid W. and P. or the Survior of them, or their Heirs, ſhall nominate and appoint, of all that Meſſuage, &c. (*naming the Lands*) with all and ſingular their appurtenances, ſituate and being in C aforeſaid, in the County of B. which ſaid Fine or Fines, Recovery or Recoveries. and all other Aſſurances and Conveyances to be had, made, levied, acknowledged and executed of the premiſes, or any part thereof, by the name or names aforeſaid, or by any other name or names, or in any other manner or form, ſhall be, and the ſaid W. C. and F. W. and their Heirs, and all and every other perſon and perſons, and the Survior of them, and their Heirs, to whom the ſaid fine ſhall be levied or acknowledged as aforeſaid, ſhall ſtand and be ſeized of all and ſingular the premiſſes, and every part thereof, to the onely proper uſe and behoof of the ſaid W. and F. and their Heirs for ever, to the intent a lawful and ſufficient Recovery may be had of all and ſingular the premiſſes, and of every part and parcel thereof, according to the true intent and meaning of theſe preſents; which ſaid Recoveries ſhall be, and ſhall be always deemed, adjudged and taken to be to the onely uſe and behoof of the ſaid W.C. and F.W. and of the Heirs males of their Bodies to be begotten; and for default of ſuch iſſue, then to the uſe and behoof of the ſaid W. C. and of his Heirs and Aſſigns for ever. In witneſs, &c.

A Covenant to ſurrender a Copyhold at the next Court.

AND the ſaid, &c. for himſelf, his, &c. doth covenant and grant to and with the ſaid, &c. his, &c. that at the next Court holden at the Mannor of E. in the County of W. the ſaid R. J. and his wife ſhall come and perſonally appear in the face of the ſaid Court, of the ſaid Mannor, and in the open face of the ſaid Court, according to the uſual cuſtom of the ſaid Mannor, ſhall into the hands of the Steward of the ſaid Court, or his Deputy, ſurrender, aſſign, and yield up to the uſe of the ſaid T his Heirs, Executors, Adminiſtrators and Aſſigns, all that the right, eſtate, title, intereſt, and demand, which they now have, or by any means may have, of and in the ſaid Copy-hold-land and Tenements, with the appurtenances, called, known by the ſaid name or names of, &c. or any other Lands, Tenements or Hereditaments, which are claimed to be holden by him the ſaid R. J. by Copy of Court-Roll of the ſaid Mannor of W. or to the ſame, or to any part or parcel of the ſame belonging, or ſo reputed, eſteemed or taken, &c.

A Covenant for a further Aſſurance.

AND the ſaid L. M. for himſelf, his, &c. That he the ſaid L. M. and A. his now wife, and the Heirs of the ſaid L. and all and every other perſon and perſons whatſoever, having or claiming, or which ſhall or may have or claim, or pretend to have, any manner of right, title, intereſt or other thing, into or out of the before-mentioned premiſſes, or any part or parcel thereof, from or under the ſaid L. M. ſhall and will from time to time, and all times hereafter upon every reaſonable requeſt, and at the coſts and charges in the Law of the ſaid, &c. his Heirs or Aſſigns, make, do, ſuffer, acknowledge and execute, or cauſe to be made, done, acknowledged, ſuffered and executed all and every ſuch further lawful act or acts, thing and things, device and devices, conveyances and aſſurances in the Law whatſoever, for the further, better, and more perfect aſſurance, ſurety, ſure-making and conveying of all and ſingular the ſaid Meſſuages, Lands, Tenements and Hereditaments, and all other the premiſſes aforeſaid, and every part and parcel thereof, unto the ſaid L. B. his Heirs and Aſſigns for ever; be it by Fine or Fines, with Proclamation, Recovery or Recoveries, with double or ſingle Voucher or Vouchers, Deed or Deeds, enrolled or not enrolled, the enrolment of theſe preſents, releaſe, confirmation, with warranty, againſt all and every perſon or perſons,

perſons, or without warranty, or by all, any, or as many of the ways, means, and devices aforeſaid, or by any other ways, or means whatſoever, as by the Council learned in the Law, of the ſaid J. B. his, &c. ſhall or may be deviſed or required, ſo as the ſaid J. M. and A. his Wife, their Executors, &c. be not enforced or compelled to travel above twelve miles from his or their dwelling place, or the Cities of *London* and *Weſtminſter*, for the making, doing and Executing thereof, &c.

A Covenant that the Premiſſes are diſcharged of Incumbrances.

AND the ſaid A. B. for himſelf, &c.-That the ſaid Meſſuages, Lands, &c. and all and ſingular other the premiſſes, with the appurtenances, before in and by theſe preſents granted, bargained, &c. and every part and parcel thereof, at the time of the enſealing and delivery of theſe preſents, are, and ſo at all times hereafter for ever, and from time to time, ſhall be, remain and continue unto the ſaid T. A. his Heirs and Aſſigns, clearly acquitted and diſcharged, or otherwiſe ſufficiently ſaved and kept harmleſs, of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Leaſes, Joyntures, Dowers, Uſes, Wills, Intails, Rents, Charges, Rent-ſeck, Arrerages of Rents, Fines for alienation, Statutes, Recognizances, Judgments, Executions, Seiſures, Intruſions, Extents: and of and from all and ſingular other charges, titles, troubles, incumbrances and demands whatſoever, had, made, acknowledged, conſented unto, committed, procured, done or ſuffered by the ſaid A. B. his Heirs or Aſſigns, or by any other perſon or perſons whatſoever; the Rents and Services from henceforth to be due to the cheif Lord or Lords of the Fee or Fees, whereof the premiſſes are holden, onely excepted, &c.

A Covenant that he is lawfully ſeized in fee-ſimple, or fee-tail, and hath power to demiſe.

AND the ſaid G. H. for himſelf, &c. that he the ſaid G. H. at the time of the enſealing and delivery of theſe preſents, is and ſtandeth lawfully ſeized of an indefeizible eſtate of inheritance in Fee-ſimple or Fee-tail, of and in all and ſingular the before-demiſed premiſſes, with the appurtenances, and every part and parcel thereof, without any manner of condition or limitation of uſe or uſes, to alter and change the ſame: And alſo that he the ſaid G. H. now hath full power, true title, and abſolute authority, to demiſe, grant, &c. the ſaid, &c. and all

and

and ſingular other the premiſſes, with the Appurtenances before demiſed, and every part and parcel thereof, unto the ſaid J.P. his Executors, Adminiſtrators and Aſſigns, for the term of, &c. in manner and form as in and by theſe preſents is mentioned, limited and expreſſed.

A Covenant that the Leſſee ſhall not cut down or fell the Trees, without the conſent of the Leſſor.

AND the ſaid T. H. for himſelf, &c. that he the ſaid T.H. his, &c. or any of them, ſhall not at any time hereafter during the ſaid term, commit or cauſe, procure or wittingly ſuffer to be committed or done, any manner of wilful waſte or deſtruction, in or upon the premiſſes, or any part thereof, nor ſhall cut down, fell, take or carry away any of the woods, underwoods or Trees growing, ſtanding or being, or which hereafter ſhall grow, ſtand or be, in or upon the premiſes before demiſed, or in or upon any part or parcel thereof, without the licenſe, conſent, or agreement of the above-named U. B. his Heirs or Aſſigns, in writing firſt had and obtained.

A Condition of Arbitrement general and ſpecial.

THE Condition, &c. That if the within-bounden R. C. & R.A. their, &c. and every of them, do and ſhall, for their, and every of their parts and behalfs, in all things well and truly ſtand to, abide, obey, obſerve, perform, fulfil and keep the award, arbitrement, order, rule, determination and judgment of, &c. Arbitrators indifferently choſen, elected and named, as well on the part and behalf of the ſaid R.C. R.A. as on the part and behalf of the within-named R. S. and, &c. to arbitrate, award, rule, decree, and judge of, for, upon, touching or concerning all actions, ſuits, doubts, and variances concerning, &c. out of the Mannor of L. in the pariſh of W. in the County of, &c. now in queſtion and controverſie, between the ſaid parties; & alſo for, touching & concerning all & all manner of other ſuits, quarrels, debts, debates, duties, bonds, ſpecialties, controverſies, tranſgreſſions, offences, ſtrifes, contentions, reckonings, accounts and demands whatſoever, which between the ſaid R. C. & R.A. on the one part, and the ſaid J.G. the elder, and the ſaid, J.S. the younger, and divers other perſons on the other part, at any time from the beginning of the world, until the day of the date of theſe preſents, have been had, moved, ſtirred, or are in any wiſe depending; ſo always as the ſame award, arbitrement or determination, and judgment of the parties, in and upon the ſame premiſes, be made and given up in writing indented

indented, under their hands and ſeals, ready to be delivered to the ſaid parties, at or in, &c. on or before, &c. That then this, &c.

A Condition for the truth of an Apprentice, and to reſtore the value of all ſuch Goods as by proof ſhall appear he hath embeazeled.

THe Condition, &c. That whereas J.D. &c. Son of, &c. by his Indenture of Apprenticeſhip to the within-named W.G. hath bound himſelf to the ſaid W.G. with him to dwell and abide from the feaſt of, &c. unto, &c. from thence next enſuing fully to be compleat and ended, as in and by the ſaid, &c. more fully may appear. If therefore the ſaid J.D. the Apprentice do or ſhall at any time or times hereafter, during the ſaid term of, &c. wilfully waſte, imbeazle, conſume, ſpend, or make away, or otherwiſe deliver, or lend upon truſt, without ready money, to any perſon or perſons, without the conſent of the ſaid W.G. his Maſter, any of the Goods, Wares, Moneys or Merchandize of the ſaid W. G. his Executors or Aſſigns: Then if the above-bounden L.M. his Executors or Aſſigns, or any of them, do and ſhall within two months next after requeſt made, and notice thereof given, from time to time, during the ſaid term, well and truly pay, or cauſe to be paid to the ſaid W. G. his Executors or Aſſigns, the full ſum and value of all ſuch Goods, Wares, Money or Merchandize as by the juſt and true proofs ſhall appear the ſaid J. D. to have ſpent, imbeazeled, waſted, conſumed or lent, without conſent as aforeſaid, to the hurt and hindrance of the ſaid W. G. his Executors or Aſſigns, without fraud or coven: That then, &c.

A Condition to acknowledge ſatisfaction upon a Judgment.

THe Condition, &c. That if the within-bounden J.P. his Executors, Adminiſtrators or Aſſigns, or any of them, do or ſhall before the end of *Eaſter*-Term now next coming, after the date within written, by himſelf, or by his or their lawful Attorneys, in the Kings Majeſties Court of Common-Pleas, confeſs and acknowledge ſatisfaction of all ſuch Judgments and Executions as the ſaid J.P. hath recovered in the ſaid Court againſt W. L. of, &c. Gentleman: That then, &c.

A Condition to make assurance upon request

THE Condition, &c. That if the within-bounden H. S. or his Assigns, shall and will at all times hereafter upon reasonable request, and at the costs and charges of the within-named J. F. his Heirs and Assigns, by such lawful act and acts, thing and things, conveyances and assurances in the Law whatsoever, as by the said I. F. his Heirs or Assigns, or his or their Council learned in the Law, shall be reasonably devised, or required, lawfully and sufficiently give, grant, convey, and assure unto the said J. F. his Heirs and Assigns for ever, all that, &c. in the Town and Parish of I. in the County of D. now in the tenure of, &c. cleary acquitted and discharged, or otherwise sufficiently saved and kept harmless, of and from all and all manner of former bargains, sales, charges, titles, troubles and incumbrances whatsoever, had, made, committed, or done, by the said H. S. or by any other person or persons whotsoever: That then, &c.

A Condition to find one his Dyet by the Year.

THE Condition, &c. That if the within-bounden T. W. his Executors and Assigns, do and shall at his and their own proper costs and charges, find, provide and allow unto J. B. or any Servant of the within-named J. B. in his stead and place, good, wholsome and sufficient Dyet, and Victuals of Meat and Drink, meet and convenient, and in such sort as is now by the above-bounden T. W. allowed, for the time and space of one whole year, from the feast of the Nativity of, &c. next ensuing, &c. at or in the now, &c. And if at any time the said J. B. or such said Servant of the said J. B. so to be dieted for the time being, shall absent himself from his said Commons, by the space of six weeks, or more together, at any time or times during the said term; If then and so often as he shall be absent, the said T. W. his Executors or Assigns, do and shall find Dyet and Victuals for the said. J. B. &c. for so long time after the end of the said Terms, as they shall have been absent as aforesaid, according to the true meaning of these presents: That then, &c.

A Condition to repay all ſuch Charges as the Tenant ſhall be at by reaſon of the payment of his Rent, there being controverſie concerning the Title of the Houſe.

THe Condition, &c. That whereas there is a Controverſie or queſtion between the above-bound E. H. and others, touching their ſeveral right or intereſts in the now dwelling Houſe of the above-named T. T. ſituated, &c. And whereas upon an agreement between the ſaid E. H. and T. T. the ſaid T. F. is contented to pay the Rent of the ſaid Houſe, it being 50 *l. per annum*, unto the ſaid E. H. as the ſame ſhall grow due according to his Leaſe. If therefore the ſaid E. H. his, &c. do and ſhall well and truly pay, or cauſe to be paid unto the ſaid E. T. his Executors or Aſſigns, all ſuch Rent, ſum or ſums of money, charges and damages whatſoever, as ſhall by due proceeding in Law be adjudged or decreed againſt him the ſaid T. T. his Executors, &c. and all other coſt and damages whatſoever, which he the ſaid T. T. ſhall ſuſtain or be at, by reaſon of any Actions, Suits or Forfeitures whatſoever, which ſhall or may happen or be unto the ſaid T. T. his Executors, Adminiſtrators or Aſſigns, by reaſon or means of the payment of the ſaid Rent, or any part thereof, unto the ſaid E. H. his Executors, Adminiſtrators or Aſſigns. That then, &c.

A Condition to diſcharge the Church-Wardens and Pariſhioners of a Child born in the Pariſh.

THe Condition, &c. That whereas one M. H. hath of late been delivered of a Man-child within the Pariſh of, &c. within-written, to the which Child the within-bound E. G. by his own voluntary confeſſion doth acknowledge himſelf to be the Father: If therefore the ſaid E. G. his Heirs, Executors or Aſſigns, or every or any of them, do from time to time, and at all times hereafter, fully and clearly acquit, diſcharge and ſave harmleſs, as well the within-named J. B. and T. H. Church-wardens of the Pariſh-Church of, &c. aforeſaid, and their Succeſſors for the time being, and every of them, as alſo all the Inhabitants and Pariſhioners of the ſaid Pariſh, which now are or hereafter ſhall be for the time being, and every of them, of and from all and all manner of coſts, charges and expences whatſoever, which ſhall or may in any manner of wiſe at any time hereafter ariſe, happen, come, grow, or be impoſed upon them, or any of them, for or by reaſon or means of the birth, education, nouriſhing and bringing up of the ſaid Child: And of

and from all other Actions, ſuits, charges, troubles, impeachments and demands whatſoever, touching and concerning the ſame. That then, &c.

A Condition for the ſurrender of Copy-hold Lands, and to cauſe him to be admitted Tenant.

THE Condition, &c. That if the within-bounden J. K. and his Heirs, do and ſhall at the next Court to be holden for or within the Mannor of H. in the County of E. ſufficiently and in due form of Law, ſurrender and yield up unto or for the uſe and behoof of the within-named L. M. his Heirs and Aſſigns, or of ſuch other perſon or perſons and their Heirs and Aſſigns, as the ſaid L. M. ſhall nominate and appoint, All that his Copy-hold, Meſſuage or Tenement, and Lands thereunto belonging, containing by eſtimation ſixteen acres, be it more or leſs, now or late in the tenure or occupation of N. O. or of his Aſſigns, parcel of the Mannor of H. aforeſaid, with all and ſingular Out-houſes, Eaſements, Commodities, and Appurtenances to the ſame appertaining, clearly acquitted and diſcharged of all Dowers and titles of Dower whatſoever, and do then and there alſo procure and cauſe the ſaid L. M. or ſuch other perſon or perſons by him to be nominated as aforeſaid, to be only and lawfully admitted Tenant of the ſame premiſſes, ſo to be ſurrendred, according to the cuſtom of the ſaid Mannor: That then this, &c.

A Condition for quiet enjoying a Mannor, according to an Aſſignment thereof.

THE Condition, &c. That if the within-named R. J. his, &c. and every of them, ſhall or may lawfully, peaceably and quietly have, hold, occupy and enjoy the Mannor of S. with the appurtenances in the County of O. with all Lands, Tenements, Profits, Priviledges, Rents, Court-leet, and Advowſon, Woods, Underwoods, and all other Hereditaments thereunto belonging or appertaining, without the let, trouble, ſuit, eviction, diſturbance or contradiction of the within-bounden W. G. L. G. and M. G. or any of them, their or any of their Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, or any other perſon or perſons whatſoever, having, claiming, or pretending to have any manner of right, title, intereſt, propriety, claim, or demand, of, in or to the ſaid Mannor and Premiſſes aforeſaid; or of, in and to any part or parcel thereof, by, from or under the ſaid W. G. M. G. and L. G. or either or any of them,

them, according to the tenour, purport, effect and true meaning of one Indenture of aſſignment, bearing date the, &c. made and ſealed by the ſaid W. G. unto the ſaid R. I. of the premiſes aforeſaid, as by the ſaid Indenture may appear: That then, &c.

A Condition for aſſurance of Lands.

THE Condition, &c. That if the within-bounden W. B. ſhall upon reaſonable requeſt to him to be made by the within-named T. H. his Heirs or Aſſigns, on this ſide, and before the Feaſt-day of, &c. next enſuing the date within written, convey and aſſure unto the ſaid T. H. his Executors and Aſſigns for ever, one Cloſe of paſture, containing by eſtimation one acre abutting upon F. towards, &c. one other Cloſe, &c. all which premiſſes are ſituate, lying and being in the Pariſhes, Towns and Fields of W. and G. or in ſome or one of them, in the County of B. by ſuch Conveyances and Aſſurances in the Law, as by the ſaid T. H. his Heirs and Aſſigns, or by his or their Council learned in the Law, ſhall be reaſonably deviſed, or adviſed and required (diſcharged of all incumbrances whatſoever, the chief Rents and Services thereof due and payable to the chief Lord or Lords of the Fee or Fees of the premiſſes onely excepted) And alſo if the ſaid W. B. his, &c. and every of them, do and ſhall, until the ſaid Conveyance and Aſſurance ſhall be made and paſſed as aforeſaid, quietly permit and ſuffer the ſaid T. H. his Heirs and Aſſigns, to have, receive, perceive and take to his and their own proper uſes and behoofs, the rents, iſſues and profits of all and ſingular the premiſſes, and of every part and parcel thereof, without any manner of let, ſuit, trouble, diſturbance or contradiction of the ſaid W. B. his, &c. or any of them, or of any other perſon or perſons whatſoever, by his or their, or any of their means, right, title, intereſt or procurement, and without any account, or any other things therefore to be yielded, paid or done unto the ſaid W. B. his Heirs or Aſſigns, or to any other perſon or perſons whatſoever: That then this, &c.

A Condition to pay a ſum of Money quarterly.

THE Condition, &c. That if the within-bounden B. M. his &c. or any of them, do well & truly pay or cauſe to be paid unto the within-named N. D. his, &c. the full ſum of, &c. at or in the, &c. in manner and form following, *(viz.)* On the, &c. next enſuing the date above-written, the ſum of 5 *l.* thereof, at the

place aforeſaid, on, &c. 5 *l.* more thereof at, &c. on, &c. 5 *l.* more at, &c. and on, &c. 5 *l.* more at, &c. and ſo forth every quarter of a year quarterly, one next and immediately enſuing another, on every of the quarter-days aforeſaid, and at the place above-named for payment thereof, 5 *l.* until the ſaid ſum of, &c. ſhall be in ſuch ſort, and after ſuch manner fully ſatisfied, contented and paid. That then, &c. But if default of payment ſhall be made, of or in the payment of the ſaid ſum of, &c. or any part thereof, contrary to the manner and form above-rehearſed, then it ſhall ſtand and abide, &c.

A Condition to lend a ſum of money at a certain day nominated, for a certain time then following, without Intereſt.

THE Condition, &c. that if the within-bounden J.W. and and N. Y. or either of them, do and ſhall on the, &c. next enſuing the date within-written, deliver and lend unto the within-named E. P. at or in the, &c. the full ſum of, &c. upon the ſingle Bond of the ſaid E. P. until the, &c. day of, &c. next enſuing, without loan, intereſt, or other conſiderations to be had for the ſame: That then, &c.

A Condition for payment of an Annuity.

THE Condition, &c. That if the within-bound T. R. and T. P. or either of them, their or either of their, &c. or any of them, do and ſhall every year yearly, for and after the Feaſt-day of, &c. next enſuing the, &c. well and truly pay, or cauſe to be paid to the within-named J. S. his, &c. one annuity, yearly rent, or ſum of, &c. of lawful, &c. at four uſual Feaſts or terms in the year; That is to ſay, On the Feaſt-day of, &c. by even and equal portions, the firſt payment thereof to begin on the, &c. next enſuing the, &c. That then the, &c. But if default ſhall happen to be made of or in the payment of the ſaid annuity, yearly rent, or ſum of, &c. at any of the ſaid Feaſt-days on which the ſame ought to be paid, at any time during the ſaid term of, &c. contrary to the true intent and meaning of theſe preſents, That then it ſhall ſtand and abide in full force, ſtrength and virtue:

A Condition to pay a certain ſum of money at a day, and then to put in another ſurety, for payment of another ſum at a day then following.

THe Condition, &c. That if the within-bounden J. G. his, &c. or any of them, do well and truly pay or cauſe to be paid to the within-named C. D. his, &c. the full ſum of, &c. at or in the, &c. on the, &c. and then alſo do and ſhall procure and cauſe another ſufficient ſurety to become bound with him the ſaid J. G. his, &c. unto the ſaid C. D. his, &c. by their obligation in due form to be made, in the penalty of, &c. for the true payment of, &c. more of, &c. then next following, and which ſhall be in the year of our Lord God 1649. at the place aforeſaid, without fraud or coven: That then, &c.

A Condition for performance, concerning Co-partnerſhip of an Award.

THe Condition, &c. That if the within-bounden W. D. his, &c. do for his and their parts and behalfs, in all things well and truly ſtand to, obſerve, perform, fulfill and keep the Award, Arbitrement, Order, Final End, Determination or Judgment of A. B. of, &c. and C. D. of, &c. Arbitrators indifferently choſen, elected and named, as well on the part and behalf of the ſaid W. R. as on the part and behalf of the within-named W. J. to arbitrate, award, order, judge, determine, and a final end to make, of, upon, touching and concerning all and every action and actions, ſuits, variances, ſum and ſums of money, claims and demands whatſoever, had, moved, depending or ſtirring, or having been, or now being in queſtion, ſuit, trouble, or controverſie between the ſaid parties, for, by reaſon or means of any manner of dealing, &c. during the late Co-partnerſhip between the ſaid W. and J. in any manner of wiſe, ſo as the ſame Award, Arbitrement, &c. of the ſaid Arbitrators of and upon the premiſſes, or any part thereof, be made and put in Writing under their hands and ſeals, ready to be delivered to the ſaid parties, on or before the, &c. next enſuing the, &c. That then, &c.

A Condition to ſave harmleſs of a Recognizance taken for ones appearance.

THe Condition,&c. That if the within-bounden J.R. his Heirs, do at all times hereafter, and from time to time, clearly acquit and diſcharge, or ſufficiently ſave and keep harmleſs the within-named G.S. and B.N. and every of them, their and every of, &c. againſt our Sovereign Lord the Kings Majeſty, and all others, of and from all and every ſuch recognizances, wherein and whereby they the ſaid G.S. & B.N. or either of them, ſtand charged or bound to our Sovereign Lord the Kings Majeſty, for the ſaid R. J. or for his perſonal appearance in his Majeſties Court of Record, called the Kings Bench at *Weſtminſter*, in *Trinity* Term next, to anſwer all ſuch matters as ſhall be objected againſt him, and of and for all and every ſum and ſums of money, matters, thing and things, the ſaid Recognizance and Recognizances, and every of them mentioned or contained, and of and from all actions, ſuits, coſts, loſſes, troubles, extents and damages, that ſhall or may ariſe or grow, touching or concerning the ſame, or any of them, in any manner or wiſe: That then, &c,

A Condition to ſave one harmleſs, for the bailing of one at two ſeveral actions.

THe Condition, &c. That whereas the within named J. D. at the ſpecial inſtance and requeſt of the within-bounden W. W. hath main-prized or taken to bail the ſaid W W. in the Sheriffs Court holden in the Compter in *Woodſtreet*, *London*, of and for two Actions, the one of Treſpaſs, damages xx l. at the ſuit of, &c. and the other of Debt, upon the demand of, &c. at the ſuit of, &c as by the Records of the ſame Court may appear; if therefore the ſaid W.W. his, &c. and every of them, do at all times hereafter, and from time to time, clearly acquit and diſcharge, or otherwiſe ſufficiently ſave and keep harmleſs the ſaid J D. his, &c. and every of them, and all his and their Goods and Chattels, and every part and parcel of them, againſt all perſons whatſoever, of and for the main-prizing and taking to bail of the ſaid W.W. and of and for the ſeveral actions aforeſaid, and of and for all actions, ſuits, coſts, troubles, demands, executions and damages whatſoever, that ſhall or may ariſe or grow, touching or concerning the premiſes, or any of them, in any manner or wiſe: That then this preſent Obligation to be void, &c.

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A Condition for payment of Money, if a man be non-ſuited.

THe Condition, &c. That whereas one E. G. is admitted to ſue in *Forma Pauperis* in his Majeſties Court of, &c. againſt W. W. and A. B. for the recovery of certain Lands and Tenements in the County of K. if the ſaid E. G. ſhall be Non-ſuited in the ſaid Action, or that the ſame ſhall paſs againſt him by verdict, or otherwiſe, that if the above-bounden R. R. or E. G. their Executors or Aſſigns, or any of them, do or ſhall truly pay or cauſe to be paid, all and ſingular ſuch coſts and charges and ſums of money, as by any the Juſtices of the ſaid Court ſhall in that caſe be thought convenient or awarded, without fraud, &c. That then, &c.

A Condition for performance of Covenants.

THe Condition, &c. That if the within-bounden H. W. his, &c. and every of them, do well and truly obſerve, perform, fulfil, accompliſh and keep all and ſingular the Covenants, Grants, Articles, Clauſes, Conditions and Agreements whatſoever, which on his and their parts and behalfs are or ought to be obſerved, performed, fulfilled and kept, mentioned and compriſed in one pair of Indentures of Leaſe, bearing date within-written, made between the within-named E. W. of the one part, and H. W. of the other part, according to the tenor, effect and true meaning of the ſame Indenture: That then, &c.

A Condition for paſſing of a Fine.

THe Condition, &c. That if the within-bounden W. E. & A. his now Wife, and the Heirs of the ſaid W. at the coſts and charges in the Law of the within-named R. M. his, &c. next enſuing the date, &c. ſhall levy one fine, &c. in the Court of Common-Pleas at *Weſtm.* of one Meſſuage or Tenement mentioned to be demiſed to the ſaid R. M. in and by one Indenture of Leaſe, bearing date, &c. made betwen the ſaid W. E. on the one part, and the ſaid R. M. on the other part, according to the due courſe of Law, by ſuch name or names, and in ſuch manner and form, as by the ſaid R. M. his, &c. or by his or their Council learned in the Law, ſhall be deviſed or required, as well for the barring of the ſaid A. from the title of Dower in the premiſes, as for the better aſſuring & confirming of the premiſes unto the ſaid R. M. his, &c. for & during all the ſaid term by the ſaid Indenture of Leaſe granted, under the Rent in and by the

ſaid Indenture reſerved againſt the ſaid W. E. his Heirs and Aſſigns, according to the true meaning of the ſaid Indenture: That then, &c.

A Condition concerning a Marriage.

THe Condition, &c. That whereas there is a Marriage (by Gods grace) intended to be ſhortly had & ſolemnized between the above-bounden A.B. and E.B. Daughter of F.B. late of G. in the County of C. deceaſed; if after the ſaid Marriage ſhall be ſolemnized between the ſaid parties, it ſhall happen the ſaid A. ſhall die, and her the ſaid E. ſhall ſurvive, then if the ſaid A.B. ſhall at the time of his death leave unto the ſaid E. the ſum of, &c. or the value of, &c. for Goods and Chattels, to be freely taken, had, uſed and diſpoſed of, by her the ſaid E. her, &c. at her and their own wills and pleaſures, without any claim, challenge, ſuit, trouble, diſturbance, contradiction or demand, of, for, in or to the ſaid ſum or value of, &c. or of any part or parcel thereof, thereunto to be made by the Executors, &c. of the ſaid A.B. or by any other perſon or perſons whatſoever: That then, &c.

A plain Bill of Debt.

BE it known unto all men by theſe preſents, That I A. B. of, &c. do owe and ſtand indebted unto C. D. of, &c. in the ſum of, &c. of lawful money of *England*, to be paid unto the ſaid C.D. his Executors, Adminiſtrators or Aſſigns, on the, &c. next enſuing the date hereof. To the which payment well and truly to be made, I bind me, my Heirs, Executors and Adminiſtrators firmly by theſe preſents. In witneſs, &c. I do hereunto ſet my hand ſeal this fourth of *July*, *Anno Dom.* 1648.

A Bill Obligatory.

BE it known unto all men by theſe preſents, That I A. B. of, &c. do owe and am indebted unto C. D. of, &c. in the ſum of, &c. of lawful money of *England*, to be paid unto the ſaid C.D. his Executors, Adminiſtrators or Aſſigns, on the, &c. next enſuing the date hereof, at, &c. To the which payment well and truly to be made, I bind me, my Heirs, Executors and Adminiſtrators, in the ſum of, &c. of lawful money of *England*, firmly by theſe preſents. In witneſs, &c.

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A General Releaſe.

KNow all men by theſe preſents, That I J. K. of, &c. have remiſed, releaſed, and quit-claimed, and by theſe preſents do for me, my Executors, Adminiſtrators and Aſſigns, remiſe, releaſe, and for ever quit-claim unto C. D. of, &c. his Executors, Adminiſtrators and Aſſigns, all and all manner of Actions and Suits, cauſe and cauſes of Actions and Suits, Bills, Bonds, Writings and Accompts, Debts, Duties, Reckonings, Sum and Sums of Money, Controverſies, Judgments, Executions and Demands whatſoever, which I the ſaid J K. ever had, or which my Executors, Adminiſtrators and Aſſigns, or any of us in time to come, can or may have, to, for, or againſt the ſaid C.D. his Executors, Adminiſtrators and Aſſigns, for or by reaſon of any matter, cauſe or thing whatſoever, from the beginning of the world, until the day of the date hereof. In witneſs, &c.

A Releaſe of Errours.

BE it known unto all men by theſe preſents, That I W.A. of, &c. for divers good cauſes and conſiderations me thereunto eſpecially moving, have remiſed, releaſed and quit-claimed, and by theſe preſents for me, my Heirs, Executors, and Adminiſtrators, do remiſe, releaſe, and for ever quit-claim unto E.D. his Heirs, Executors and Adminiſtrators, and every of them, all and all manner of Error and Errors, and the benefit and advantage thereof, and of all miſpriſions of Error and Errors, defects, and wrongful pleadings and proceedings whatſoever, had, made, committed, ſuffered, omitted and done, at any time or times before the day of the date of theſe preſents, in any action or actions proſecuted and ſued by the ſaid E.C. againſt me the ſaid W. A. in any Court or Courts of Record, or otherwiſe; And all Error and Errors in Judgment or Judgments thereof, ſo that I the ſaid W. A. my Heirs, Executors and Adminiſtrators, and every of us, ſhall be for ever hereafter debarred and excluded to ſue forth any Writ or Writs of Error or Errors concerning the ſame. In witneſs, &c.

A Releaſe of Error concerning a Judgment.

BE it known unto all men by theſe preſents, That I J.W. of, &c. do by this preſent Writing, for me, my Heirs, Executors and Adminiſtrators, remiſe, releaſe, and for ever quit-claim unto F.L. of, &c. Eſq; all and all manner of Error and Errors

rors, and miſpriſion of Error and Errors, which are or may be in one Judgment remaining upon Record, in his Majeſties Court of Common-Pleas at *Weſtminſter*, againſt the ſaid J. W. at the ſuit of the ſaid F. L. for 200 *l.* debt, and three pound thirteen ſhillings and four pence charges, or thereabouts, or in any the premiſſes or proceedings of the ſaid Judgment or ſuit. In witneſs, &c.

A Releaſe upon the Receipt of a Legacy.

BE it known unto all men by theſe preſents, That I T. B. of &c. have the day of the date hereof received of J. T. Widow, Executrix of the laſt Will and Teſtament of, &c. H. T. of, &c. deceaſed, all that Legacy or ſum of, &c. to me the ſaid T. B. by the name of T. B. of, &c. given and bequeathed, of which ſaid ſum of, &c. by me received as aforeſaid, I acknowledge my ſelf fully ſatisfied and paid, and thereof, and of every part and parcel thereof, do clearly acquit, exonerate and diſcharge the ſaid T W. her Executors and Adminiſtrators, and every of them by theſe preſents: In witneſs whereof, I have hereunto ſet my hand and ſeal, &c.

A Releaſe of Lands.

TO all Chriſtian People, &c. Know ye that A. B. of, &c. for divers good cauſes and conſiderations him moving, hath remiſed, releaſed, and for ever quit-claimed, and by theſe preſents for himſelf and his Heirs, doth fully, clearly and abſolutely remiſe, releaſe, and for ever quit-claim unto C. D. of, &c. in his full and peaceable poſſeſſion and ſeizin, and to his Heirs and Aſſigns for ever, all ſuch right, eſtate, title, intereſt and demand whatſoever, as he the ſaid A. B. had, or ought to have, of, in, or to all, &c. that the Mannor of, &c. and, &c. by any ways or means whatſoever. To have and to hold all the ſaid Mannor, &c. unto the ſaid C. D. his Heirs & Aſſigns, to the only uſe and behoof of the ſaid C. D. his Heirs and Aſſigns for ever, ſo that neither he the ſaid A. B. nor his Heirs, nor any other perſon or perſons for him or them, or in his or their names, or in the name, right or ſtead of any of them, ſhall or will by any way or means hereafter have, claim, challenge or demand any eſtate, right, title, or intereſt of, in, or to the premiſſes, or any part or parcel thereof; But from all & every action, right, eſtate, title, intereſt & demand of, in or to the premiſſes, or any part or parcel thereof, they and every of them, ſhall be utterly excluded and barred for ever by theſe preſents. And alſo the ſaid A. and his Heirs, the

ſaid

ſaid Mannor, Meſſuages, Lands, Tenements and other the Premiſſes, with the appurtenances, to the ſaid C.D. his Heirs and Aſſigns, to his and their own proper uſe and uſes, in manner and form afore-ſpecified, againſt their Heirs and Aſſigns, and every of them, ſhall warrant, and for ever defend by theſe preſents. In witneſs, &c.

A Releaſe of Lands, with a Covenant to lead to the uſe of a Fine.

TO all Chriſtian People, &c. I E. F. of, &c. ſend greeting. Know ye that I the ſaid E.F. for good and valuable conſiderations me moving, have given, granted, remiſed, releaſed and quit-claimed, and by theſe Preſents do for me and my Heirs, grant, remiſe, releaſe, and for ever quit-claim unto T. M. of, &c. (in his full, peaceable and quiet poſſeſſion and ſeiſin being) and to his Heirs and Aſſigns for ever, all the eſtate, right, title, intereſt, uſe, claim and demand whatſoever, which I the ſaid E.F. now have, or had, or which my Heirs, Executors or Adminiſtrators, at any time hereafter ſhall or may have or claim, of, in, or to all the Meſſuage, Tenement or Farm, called, &c. in the ſaid County of, &c. or of, and into all and every, or any part or parcel thereof, by force and virtue of any Fine, or other aſſurance thereof, or any part thereof, acknowledged or made by the ſaid T.M. and G. his wife, to me the ſaid E.F. And I the ſaid E.F. do covenant and grant for me, my Heirs, Executors and Adminiſtrators, to and with the ſaid T.M. his Heirs, Executors and Aſſigns, that all Fines and other aſſurances whatſoever, heretofore acknowledged, or levied of the Premiſſes, or any part thereof, by the ſaid T. M. & G. his Wife, to me the ſaid E.F. ſhall be for ever hereafter, and ſhall inure to the uſe of the ſaid T.M. and of the Heirs and Aſſigns of the ſaid T. M. for ever. And I the ſaid E.F. and my Heirs, and all and ſingular the Premiſſes unto the ſaid T. M. and his Heirs, to the uſe aforeſaid, againſt me, my Heirs, &c. ſhall and will warrant and defend for ever, by theſe preſents. In witneſs whereof, &c.

A Revocation of uſes.

BE it known, &c. That J.T. of, &c. do by this my Preſent writing, ſealed with my ſeal, and ſubſcribed with my name, in the preſence of H. S. T.O. C.B. three credible witneſſes, whoſe names are ſubſcribed, revoke, determine, and make void and fruſtrate, all and every the uſes and eſtates mentioned, raiſed, created, limited and made, in and by one Indenture of Leaſe, bearing

bearing date the, &c. in the year of the Reign of, &c. made between me the ſaid T. C. of the one party, and J. B. of, &c. of the other party, of and for the houſe and ſite, and all other the Lands, Tenements, and Hereditaments, with their Appurtenances, in the ſaid Indenture mentioned, and of and for every part and parcel thereof. And I do by theſe preſents abſolutely limit, determine and appoint, that all and ſingular the feoffees, parties and perſons in the ſaid Indenture mentioned, and their Heirs and Aſſigns, ſhall immediately, and from henceforth, ſtand and be ſeized of the Site, Houſe, Meſſuages, Lands, Tenements and Hereditaments in the ſaid Indenture mentioned, and of and in every part and parcel thereof, to the only uſe and behoof of me the ſaid T. C. my Heirs and Aſſigns for ever, in a pure and abſolute eſtate in Fee-ſimple, and to none other uſe, intent or purpoſe. In witneſs whereof, I the ſaid T. C. have to this my preſent writing put my hand and ſeal, and ſubſcribed my name in the preſence of the ſaid H. S. T. O. C. B. three credible witneſſes, whoſe names are likewiſe ſubſcribed, the, &c. in the year of the Reign, &c.

A Defeazance upon a Statute.

THis Indenture made the, &c. between J. J. of, &c. of the one part, and W. G. of, &c. of the other part, Witneſſeth, That whereas the ſaid W. G. by his Recognizance in the nature of a Statute-ſtaple, bearing date with theſe preſents, taken and acknowledged before Sir J. L. Knight and Baronet, Lord Chief Juſtice of his Majeſties Court of *Kings-Bench Weſtminſter*, is and ſtandeth bound unto the ſaid J. J. in the ſum of, &c. payable, as in the ſaid recited Recognizance of Statute-ſtaple may appear: Nevertheleſs, the ſaid J. L. is contented & pleaſed, and doth for himſelf, his Executors or Adminiſtrators, covenant, promiſe and agree, to and with the ſaid W. G. his Heirs, Executors and Adminiſtrators, by theſe preſents, that if the ſaid W. G. his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, do well and truly content and pay, or cauſe to be paid unto the ſaid J. J. his Executors, Adminiſtrators or Aſſigns, the full ſum of, &c. on the, &c. next enſuing the date of theſe preſents, at or in the, &c. That then the ſaid recited Recognizance or Statute-ſtaple of, &c. ſhall be utterly void and of none effect, or elſe ſhall ſtand and abide in full force and virtue. In witneſs, &c.

A

A Defeazance upon a Judgment.

THis Indenture made, &c. Between A B. of, &c. and W.C. of, &c. Witneſſeth; That whereas the ſaid A.B. hath in Trinity-term laſt, recovered againſt W. C. the ſum of, &c. beſides coſt of ſuit, in his Majeſties Court of *Common-Pleas* at *Weſtminſter*, and thereupon had judgment againſt the ſaid W.C. as by the record thereof remaining in his Majeſties ſaid Court, more at large it doth and may appear; Nevertheleſs, the ſaid A. B. is contented and pleaſed, and doth covenant and grant by theſe preſents, for him, his Heirs, Executors and Adminiſtrators, to and with the ſaid W.C. his Heirs, Executors and Adminiſtrators, That if the ſaid W.C. his Heirs, Executors, Adminiſtrators or Aſſigns, do and ſhall well and truly pay, or cauſe to be paid to the ſaid A. B. his Executors or Aſſigns, the full ſum of, &c. at or in the, &c. That then and in the mean time he the ſaid A.B. his Executors, Adminiſtrators, or Aſſigns, ſhall not take out any Execution againſt the ſaid W. C. his Goods, Chattels, Lands or Tenements; And that upon payment of the ſaid ſum of, &c. at the day and place above-named for payment, the ſaid A. B. his, &c. at the requeſt, coſts and charges in the Law of the ſaid W. C. his Executors, Adminiſtrators and Aſſigns, ſhall and will acknowledge upon Record, of and for the ſaid Judgment, ſo as he the ſaid W. C. do make unto the ſaid A.B. his Executors and Adminiſtrators, good, lawful and ſufficient releaſes of errors, and of all miſpriſions, defaults and imperfections, had, committed, omitted or perpetrated, in or about the ſaid Judgment or Recovery, or any Entries, Pleas, Pleadings, Proceſs, Proceedings, or other matter touching or concerning the ſame. In witneſs, &c.

A Defeazance upon a Mortgage of Lands formerly forfeited.

THis Indenture made the, &c. between R. T. of, &c. on the one part, and E. F. of, &c. of the other part, Witneſſeth, That whereas the ſaid E. F. by his Indenture bearing date the, &c. for the conſiderations therein mentioned, did give, grant, bargain, ſell, and confirm unto the ſaid R. T. his Heirs and Aſſigns, all that the Mannor of, &c. with the rights, members and appurtenances thereof, in the County of, &c. and alſo divers other Lands, Tenements and Hereditaments in the ſame Indenture ſpecified, in which ſaid Indenture there is contained a Condition or Proviſo, to this effect following: That is to ſay,

ſay, That if the ſaid E. F. his Heirs, Executors or Aſſigns, or any of them, do truly pay or cauſe to be paid unto the ſaid R. T. his Executors, Adminiſtrators or Aſſigns, the full ſum of, &c. at or in, &c. that then, and from thenceforth, from and after ſuch full payment had and made in manner aforeſaid, the ſaid recited Indenture, and every the covenants, grants, articles and agreements therein contained, ſhall be utterly void and of none effect, as by the ſaid Indenture, amongſt divers Covenants, Grants, Articles and Agreements therein contained, may more at large appear. Which ſaid ſum of, &c. was not payed at the day and place of payment before limited for the payment thereof, according to the tenor of the ſaid Proviſo or Condition. By reaſon whereof, the ſaid Mannor, Lands, and other the Premiſſes in the ſaid Indenture mentioned, are abſolutely veſted and ſetled in the ſaid R. T. Yet nevertheleſs the ſaid R. T. is contented and pleaſed, and doth covenant and grant to and with, &c. that if the ſaid E. F. his Heirs, Executors, Adminiſtrators, &c. or any of them, do well and truly content and pay, or cauſe to be paid unto the ſaid R. T. his Executors, Adminiſtrators or Aſſigns, the full ſum of, &c. on the, &c. at or, &c. That then (upon the ſaid payment of the ſaid ſum of, &c. in manner and form aforeſaid) and from thenceforth the ſaid recited Indenture of Bargain and Sale made of the ſaid Mannor and other Premiſſes, ſhall be utterly void, and of none effect; the breach made in non-payment of the ſaid ſum of, &c. in the proviſo of the ſaid Indenture mentioned, or any other grant or thing therein contained to the contrary thereof, in any wiſe notwithſtanding. And that alſo upon full payment of the ſaid ſum of, &c. that at any time or times after, within the ſpace of ſeven years then next following, He the ſaid R. T. his Heirs and Aſſigns, ſhall and will, at the reaſonable requeſt, coſts and charges in the Law of the ſaid E. F. his Heirs and Aſſigns, grant, convey and aſſure unto the ſaid E. F. for ever, the ſaid Mannor of, &c. with the Appurtenances, and all and ſingular other the Premiſſes, in and by the ſaid recited Indenture granted as aforeſaid, in ſuch manner and form, as by the ſaid E. F. his Heirs or Aſſigns, or his or their Council learned in the Law, ſhall be reaſonably deviſed or required, ſo as in the ſaid conveyance and aſſurance ſo to be made by the ſaid R. T. his Heirs or Aſſigns, there be no further or other warranty, than only againſt him and his Heirs; and ſo as alſo the ſaid R. T. his Heirs or Aſſigns, be not compelled to travel further than the City of *London* or *Weſtminſter*, for the doing and executing of the ſame aſſurance. And alſo that he the ſaid R. T. his Heirs, Executors, or Aſſigns, ſhall and will deliver

liver, or cauſe to be delivered unto the ſaid E. F. his Heirs or Aſſigns, within ſix Months next after ſuch payment made, all and every the Deeds, Evidences and Writings which the ſaid R. T. hath, touching or concerning the premiſſes, ſafe, whole, uncancelled and undefaced. In witneſs, &c.

Another Defeazance upon a Statute.

THis Indenture made, &c. between H. S. of, &c. of the one party, and the Honourable T. Viſcount S. of the other party. Whereas the ſaid J. S. together with G. A. of, &c. is and ſtandeth bound in and by four ſeveral Obligations, every of them bearing date, &c. (*reciting the bonds*) as by the ſame four ſeveral Obligations, and every of them, may more plainly appear. And whereas the ſaid T. S. by his Recognizance in the nature of a Statute-ſtaple, bearing date with theſe preſents (*recite alſo the Recognizance*) as by the ſame Recognizance or ſtatute-ſtaple, &c. which ſaid Recognizance or Statute-ſtaple of, &c. is acknowledged and entred into by the ſaid T. S. for the better ſecuring of, as well the ſaid ſeveral ſums of money before mentioned, and every of them; as alſo ſuch other ſum or ſums of money, as ſhall hereafter grow due and payable for the forbearance and intereſt of the ſaid ſeveral ſums of money ſo already borrowed and lent, or hereafter to be borrowed or lent, unto, or for the ſaid T. S. and every or any of them. Now this Indenture witneſſeth, That the ſaid H. S. is contented and well pleaſed, and doth for himſelf, his Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid T. S. his Executors, Adminiſtrators and Aſſigns, by theſe preſents, That if the ſaid T. S. his Executors, Adminiſtrators & Aſſigns, or any of them, do and ſhall well and truly pay or cauſe to be paid, at or in, &c. as well unto the ſeveral perſons before named, their Executors, Adminiſtrators and Aſſigns, all and every the ſaid ſum and ſums of money, reſpectively due, owing or payable unto them or any of them, as aforeſaid, at ſuch days or times as the ſaid ſum or ſums of money ſhall grow due or payable from time to time, or within the time or ſpace of three months next after requeſt made unto the ſaid T. S. his Heirs, Executors, Adminiſtrators or Aſſigns, for payment of the ſaid ſums of money, or any of them; as alſo all ſuch other ſum and ſums of money as the ſaid H. L. ſhall hereafter borrow for, or lend unto or for the ſaid T. S. at ſuch days or times as the ſaid ſum or ſums of money, or any of them ſo hereafter to be borrowed and lent, ſhall be due and payable; or within the

time

time and ſpace of three months next after requeſt made to him the ſaid T.S. his Heirs, Executors, Adminiſtrators and Aſſigns, for payment of ſuch ſum and ſums of money, ſo as aforeſaid borrowed; Together alſo with ſuch ſum and ſums of money as ſhall grow due for the intereſt and forbearance of the ſaid ſum or ſums of money ſo to be borrowed: That then, &c. But if default be made in payment of the ſaid ſum or ſums of money, or any of them, contrary to the form aforeſaid; Then the ſame ſtatute to remain in full force and virtue. In witneſs, &c.

A Bill of Sale, with a Proviſo, that if the money with allowance be paid by a day, then to be void.

BE it known unto all men by theſe preſents, That I A. B. of, &c. for and in conſideration of the ſum of 10 *l.* to me in hand paid at the enſealing and delivery of theſe preſents by C. D. of, &c. Have bargained and ſold, and in plain and open Market, according to the Cuſtom of the City of *London*, have delivered unto the ſaid C. D. theſe ſeveral parcels hereafter mentioned (*viz.*) &c. To have and to hold the ſaid ſeveral parcels, and every of them bargained and ſold as aforeſaid, unto the ſaid C. D. his Executors, Adminiſtrators and Aſſigns, to the only proper uſe and behoof of the ſaid C. D. his Executors, Adminiſtrators and Aſſigns for ever. Provided always, That if I the ſaid A. B. my Executors, Adminiſtrators or Aſſigns, do well and truly content or pay, or cauſe to be paid unto the ſaid C. D. his Executors, Adminiſtrators or Aſſigns, the full ſum of 10 *l.* 10 *s.* of, &c. on, &c. next enſuing the date hereof, at or in the, &c. that then, &c. And I the ſaid A. B. for my ſelf, my Executors, Adminiſtrators and Aſſigns, do covenant and grant to and with the ſaid C. D. his Executors, Adminiſtrators and Aſſigns, by theſe preſents, That if default be made of or in payment of the ſaid ſum, or any part thereof, contrary to the form aforeſaid, That then I the ſaid A. B. my Executors and Adminiſtrators, and every of us, ſhall and will warrant and for ever defend the ſaid ſeveral parcels, and every of them, unto the ſaid C. D, his Executors and Aſſigns, againſt all men by theſe preſents. In witneſs, &c.

A Bargain and Sale of Houſhould-ſtuff.

BE it known unto all men by theſe preſents, That I T.N. of, &c. for and in conſideration of the ſum of 25 *l.* of, &c. to me in hand paid at the enſealing and delivery of theſe preſents, by A.R. of, &c. whereof I acknowledge my ſelf fully ſatisfied and paid, and thereof, and of every part and parcel thereof, do clearly acquit, exonerate and diſcharge the ſaid A. his Executors, Adminiſtrators and Aſſigns, by theſe preſents, Have granted, bargained and ſold, and by theſe preſents, do fully, clearly and abſolutely grant, bargain, ſell and deliver unto the ſaid A. R. all ſuch goods and houſhold-ſtuff, and implements of houſhold, and all other things mentioned and contained in a Schedule hereunto annexed, now remaining and being in one Meſſuage, Houſe or Tenement, and the Garden and Yard thereunto belonging, called *Dales*, ſituate, lying and being in *Hammerſmith*, in the County of *Middleſex*, and now in the tenure or occupation of the ſaid T. N. or of his Aſſigns. To have and to hold all and ſingular the ſaid goods, houſhold-ſtuff and implements of houſhold, and every of them, before by theſe preſents bargained and ſold, or mentioned to be bargained and ſold unto the ſaid A.R. his Executors, Adminiſtrators and Aſſigns for ever, to do and diſpoſe of them, and every of them, at his and their will and pleaſure. And the ſaid T. N. for himſelf, his Executors and Adminiſtrators, doth covenant, promiſe and grant to and with the ſaid A. R. his Executors, Adminiſtrators and Aſſigns, by theſe preſents, that he the ſaid T.N. his Executors, Adminiſtrators and Aſſigns, and every of them, all and ſingular the ſaid goods, utenſils, implements of houſhold and houſhold-ſtuff, before bargained and ſold, and every of them, unto the ſaid A. R. his Executors, Adminiſtrators and Aſſigns, againſt all and every other perſon and perſons whatſoever, ſhall warrant and for ever defend by theſe preſents. In witneſs, &c.

A Bargain and Sale of Leaſes and Goods, on condition to pay Debts and Legacies.

BE it known unto all men by theſe preſents, That I A.T. of, &c. have given, granted, bargained, ſold, and by this my preſent Deed do give, grant, bargain and ſell unto R. T. my Son, all my Leaſes or Lands held by Leaſe for years, and all my Goods and Chattels, both real and perſonal, both moveable and unmoveable, quick and dead, of what kind ſoever

they be of, and in whose hands, custody or possession soever they be; To have and to hold to the said R. and his Assigns for ever, to his and their own proper use and behoof for evermore, upon condition following, (that is to say) that the said R. shall well and truly content and pay, or cause to be contented and paid all my debts whatsoever, and also shall pay and perform, or cause to be performed and paid all my Gifts and Legacies, which I the said A.T. shall ordain and appoint by my last Will and Testament. In witness, &c.

The Form of an Award.

TO all Christian people to whom this present Writing of Award indented shall come, G.M. of, &c. sendeth greeting in our Lord God everlasting. Whereas divers questions, controversies and suits, have been had, moved and depending between J. P. of, &c. of the one party, and R. H. of, &c. of the other party; as well for and concerning the interest and profits of the Rectory and Parsonage of, &c. as also for other causes and actions, for the appeasing whereof either of the said parties have elected and chosen me the said G.M. to be Arbitrator indifferently between them, and to that end have bound themselves either to other by Obligation, in the sum of 100 *l.* to stand to and abide the Award, Arbitrement and Judgment of me the said G.M. touching the Premisses. Now know ye, That I the said G.M. taking upon me the charge of the said Award, and minding that a final end & agreement shall be had and continued from henceforth between the said parties touching the Premisses, do make and declare this my Award in manner and form following: That is to say; First, I award, &c.

A Protection in a time of Parliament.

FOrasmuch as I have special occasions to imploy the Bearer hereof, A.B. my Servant, in and about my service and occasions, during this present Session of Parliament: These are therefore to will and require you to forbear to arrest, attach or imprison him the said A.B. but to permit and suffer him peaceably and quietly to go about his business. at his will and pleasure, during all this present time of Parliament, without any your suit, arrest or disturbance, as you will answer the contrary at your peril. Given under my hand and seal the, &c.

A

A Surrender of Copy-hold Land, by way of Mortgage.

Memorandum, That the day and year above-written E. L. of, &c. did out of Court by the hand of R. G. & J. F. two of the cuſtomary Tenants of the ſaid Mannor, Surrender by the Rod into the hands of the Lord of the ſaid Mannor, two parcels of Land, with the Appurtenances, containing by eſtimation ſeven Acres or thereabouts, one parcel whereof lieth in *Hammerſmith*, within the aforeſaid Pariſhes of, &c. Between the Lands of G. L. & R. M. Eſq; on the Eaſt; and the Lands of G. M. Gentleman, on the Weſt; the Common Sewer on the North; and the Lands of W. H. on the South; and the other parcel of Land, containining by eſtimation four Acres, being in, &c. between the Land of the Biſhop of, &c. on the Weſt; the Glebe-lands belonging to the Parſonage of, &c. on the Eaſt; the Lands of, &c. on the North; and the Lands of the ſaid E. P. on the South: To the onely uſe and behoof of J. P. his Heirs and Aſſigns for ever. To have and to hold the ſaid parcels of Land, and every of them, with their and every of their Appurtenances unto the ſaid J. P. his Heirs and Aſſigns for ever, according to the cuſtom of the ſaid Mannor. Provided always nevertheleſs, and upon this condition, That if the ſaid E. L. his Heirs or Aſſigns, do well and truly content and pay, or cauſe to be paid unto the ſaid J. P. his Executors, Adminiſtrators or Aſſigns, the full ſum of one hundred thirty and four pounds of lawful money of *England*, on the, &c. next enſuing the date within-written, at or in, &c. That then this preſent ſurrender to be void and of none effect, or elſe to ſtand and abide in full force and virtue.

An Aſſignment of a Judgment.

TO all, &c. A. C. of, &c. ſendeth greeting. Whereas T. W. of, &c. and H. F. of, &c. by their Obligation bearing date, &c. in the tenth year of the Reign of our Soveraign Lord *Charles*, &c. are and ſtand joyntly and ſeverally bound unto the ſaid A. C. in the ſum of, &c. with condition of payment of, &c. on the, &c. then next following, at, &c. as by the ſame Obligation may appear; which ſum of, &c. was not paid at the day and place before expreſſed for the payment thereof, whereby the ſaid Obligation became forfeited: ſithence which time the ſaid A. C. hath commenced her action of debt upon the ſaid recited Obligation, in his Majeſties Court of Kings-bench at *Weſtminſter*, and hath thereupon recovered

and obtained a Judgment of 200 *l.* and 25 *s.* coſts of ſuit, againſt the ſaid T.W. in *Hilary* Term laſt paſt, before the date of theſe preſents. Now know all men by theſe preſents, that ſhe the ſaid A.C. for divers good cauſes and conſiderations her thereunto moving, hath conſtituted and appointed her well-beloved friend T. K. of, &c. her true and lawful Attorney, for her, and in her name to demand, ask, levy, recover, receive and take of the ſaid T.W. his Heirs, Executors, Adminiſtrators and Aſſigns, the ſaid ſum of 200 *l.* and 25 *s.* coſts of ſuit: and for default of payment thereof, or of any part thereof, to ſue forth one or more Writ or Writs of Execution, or other lawful proceſs whatſoever, and further do and uſe all other lawful ways and means for the recovery thereof, as by the ſaid Attorney or his Counſel learned in the Law, ſhall be reaſonably deviſed, adviſed or required; and the ſaid ſum and ſums of money ſo to be had and received upon the ſaid Judgment, or upon any Execution thereon to be proſecuted and taken out, to detain and keep to the only uſe and behoof of the ſaid T. K. his Executors, Adminiſtrators and Aſſigns, without any accompt thereof or therefore to be rendred to her the ſaid A. C. And the ſaid A. C. doth hereby covenant, promiſe, grant and agree, to and with the ſaid T.K. her ſaid Attorney, that at the enſealing and delivery of theſe preſents, the ſaid Judgment is and remaineth unpaid and unſatisfied; and that ſhe the ſaid A. C. nor her Executors, Adminiſtrators or Aſſigns, nor any of them, ſhall or will at any time hereafter, releaſe, diſcharge, or otherwiſe do, or ſuffer to be done, any act or thing whatſoever, to diſcharge or impeach the validity of the ſaid Judgments, without the conſent and agreement of the ſaid T. E. in writing under his hand and ſeal firſt had and obtained; Nor ſhall revoke or countermand the authority and power to him by theſe preſents given and granted: ſhe the ſaid A. C. hereby ratifying and approving all and every lawful act and acts, and other proceedings whatſoever, which her ſaid Attorney ſhall proſecute, commence or ſue forth, for, upon, or by reaſon of the ſaid Judgment; ſo always that he the ſaid T. K. do and ſhall at all times hereafter, and from time to time, pay and bear all ſuch ſum and ſums of money, coſts and charges of ſuit, as the ſaid A. C. or her Executors, Adminiſtrators or Aſſigns, ſhall be compelled to diſburſe for or concerning the premiſes; and do and ſhall alſo ſave, defend and keep harmleſs and indempnified her the ſaid A. C. her Executors and Adminiſtrators, and her and their Lands, Tenements, Goods, Chattels and Hereditaments whatſoever, of and from all and all manner of coſts, charges, ſuits, troubles and detainments whatſoever, that ſhall or may

 happen

happen or come againſt her the ſaid A. C. her Executors and Adminiſtrators, for or by reaſon of the ſaid judgment, or any execution thereof had or taken. In witneſs, &c.

A Letter of Attorney of a Bond.

TO all Chriſtian People, &c. I W.M. of, &c. ſend greeting. Whereas R.B. of, &c. and J.B. of, &c. by their obligation bearing date, &c. now laſt paſt, are and ſtand bound unto me the ſaid W. M. in the ſum of, &c. with condition for the payment of, &c. on the, &c. now next following, as by the ſame Obligation may appear. Now know ye, that I the ſaid W. M. have hereby made, ordained, conſtituted and appointed my beloved Friend H. B. of, &c. to be my lawful Attorney and Aſſignee, for me and in my name to demand and receive the ſum of, &c. at the day of, &c. if the ſame ſhall be then paid. And if the ſame ſhall not be then paid, then to ſue for and recover the ſaid ſum of, &c. being the penalty of the ſaid Bond: and I the ſaid W.M. ſhall and will allow and maintain all and every action, plea and proceſs which he the ſaid W. B. ſhall in my name bring or ſue for the obtaining and recovery thereof. In witneſs, &c.

An Aſſignment of a Statute.

THis Indenturs made, &c. between J. J. of, &c. on the one part, and T.W. of, &c. on the other part. Whereas T.M. of, &c. by his Recognizance in the nature of a Statute-ſtaple, bearing date, &c. in the 23 year of, &c. taken and acknowledged before Sir J.K. Knight and Baronet, Lord Chief Juſtice of his Majeſties Court of Kings-bench, is and ſtandeth bound unto the ſaid J. J. in the ſum of 800 *l.* of, &c. with Defeazance thereupon made, That if the ſaid T. M. his Heirs, Executors, Adminiſtrators or Aſſigns, do pay or cauſe to be paid to the ſaid J. J. his, &c. the ſum of fourty pounds of, &c. on the, &c. then next enſuing the date of the ſaid afore-cited Recognizance or, &c. that then the ſaid afore-cited Recognizance ſhould be void, or elſe to remain in full force and virtue; as in and by the ſaid recited Recognizance, with Defeazance thereupon made, whereunto relation being had, more at large appears; which ſaid ſum of 800 *l.* or any part thereof, was not paid at the day & place for payment thereof, by reaſon thereof, the ſaid recited recognizance or ſtatute-ſtaple of 800 *l.* became forfeited. Now this Indenture witneſſeth, That the ſaid

J. J. for divers good cauſes and conſiderations him thereunto eſpecially moving, hath granted, aſſigned and ſet over unto the ſaid T. W. his Executors, Adminiſtrators, &c. as well as the ſaid recited Recognizance or Statute-ſtaple of 800 *l.* therein mentioned, as alſo all the eſtate, right, title, intereſt, claim and demand whatſoever, of him the ſaid J. J. in and to the Premiſſes. And the ſaid J. J. doth by theſe preſents give and grant unto the ſaid T. W. his Executors, Adminiſtrators, and Aſſigns, full power and authority for and in the name of him the ſaid J. J. his Heirs, Executors and Adminiſtrators, but to and for the only uſe and behoof of the ſaid J. W. his Executors, Adminiſtrators and Aſſigns, to demand, ask and receive of the ſaid T. M. his Heirs, Executors and Adminiſtrators, the ſaid ſum of, &c. mentioned, and due in and by the ſaid recited Recognizance or Statute-ſtaple. And if upon demand the ſaid ſum of 800 *l.* be not paid, that then the Statute-ſtaple to proſecute, and ſue forth ſeveral Writs of Extent, and *liberate* upon the ſaid Statute, out of the High-Court of Chancery, according to courſe, as in ſuch caſe is uſed, and to uſe all and every other lawful ways and means for the recovery thereof, as he the ſaid T. W. his, &c. ſhall think fit and convenient: And the ſame ſo recovered and received, to detain and keep to and for the only uſe and behoof of the ſaid T. W. his Executors, Adminiſtrators, and Aſſigns. And upon receipt thereof, or any other ſatisfaction or compoſition therefore to be had, made or given unto the ſaid T. W. his Executors, Adminiſtrators or Aſſigns, by the ſaid T. M. his Heirs, Executors, or Aſſigns, to acquit, releaſe and diſcharge the ſaid T. M. his Heirs, Executors and Adminiſtrators, and every of them, of, for, from and concerning the ſaid recited Recognizance and Statute-ſtaple, and of and from the ſum of money therein expreſſed. And the ſaid J. J. ſhall and will ratifie, allow and maintain all and whatſoever lawful act and acts, thing and things, the ſaid T. W. his Executors, Adminiſtrators or Aſſigns, ſhall do or cauſe to be done in or about the Premiſſes, by theſe preſents granted. And the ſaid J. J. doth for himſelf, his Executors and Adminiſtrators, covenant, promiſe and grant to and with the ſaid T. W. his Executors, Adminiſtrators and Aſſigns, by theſe preſents, in manner and form following; that is to ſay, that neither he the ſaid J. J. his Executors, Adminiſtrators or Aſſigns, nor any of them, have, or at any time heretofore hath releaſed, acquitted or diſcharged the ſaid recited Recognizance or Statute-ſtaple, and ſum of 800 *l.* therein mentioned, or either of them, nor ſhall nor will, at any time or times hereafter, releaſe, acquit or diſcharge the

the ſaid recited Recognizance or Statute-ſtaple, or ſum of money therein contained, or any ſuit, writ, plea, proceſs or action, which he the ſaid T.W. his Executors, Adminiſtrators or Aſſigns, ſhall ſue, proſecute or commence, upon or by reaſon of the ſaid recited Recognizance or Statute-ſtaple, in the name or names of the ſaid J. J. his Executors or Adminiſtrators, without the ſpecial conſent or agreement of the ſaid T. W. his Executors, Adminiſtrators or Aſſigns, firſt had and obtained in writing, under his or their hands and ſeals. And alſo that he the ſaid J. J. his Executors and Adminiſtrators ſhall and will at any time or times hereafter, at the reaſonable requeſt, coſt and charges of the ſaid T. W. his Executors, Adminiſtrators or Aſſigns, make or cauſe to be made unto the ſaid T.W. his Executors, Adminiſtrators or Aſſigns, all and every ſuch further and other lawful act and acts, thing and things, device and devices, aſſurance and aſſurances in the Law whatſoever, for the further, better, and more perfect aſſuring and aſſigning of the ſaid recited Recognizance or Statute-ſtaple, and ſum of money therein contained, or any extent or benefit thereupon, or any power or authority thereby given or granted unto the ſaid T.W. his Executors, Adminiſtrators or Aſſigns; As by the ſaid T. W. his Executors, Adminiſtrators or Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably deviſed, adviſed or required. In witneſs, &c.

An Aſſignment of an Annuity.

TO all Chriſtian People, &c. T.D. of, &c. ſendeth greeting, &c. Whereas T.D. of, &c. late Uncle of the ſaid T.D. party to theſe preſents, in and by one Indenture bearing date the, &c. and in the, &c. made between the ſaid T.D. Uncle to the, &c. of the one part, and B. E. & G. C. of, &c. of the other part, purporting certain uſes, as in the ſame Indenture is limited and expreſſed, Did give and grant unto the ſaid T. D. party to theſe preſents, one annuity or yearly payment of 10 *l.* of, &c. *per annum*, for and during the natural life of the ſaid T. D. party to theſe preſents, to begin to be paid yearly to the ſaid T.D. party to theſe preſents, from and after the deceaſe of A. D. late Wife of the ſaid T. D. the Uncle, as by the ſaid Indenture, among divers other things therein contained, more at large appears. Now know ye, that the ſaid T. D. party to theſe preſents, for and in conſideration of the ſum of, &c. to him in hand at and before the enſealing and delivery of theſe preſents by W.P. of, &c. well and truly paid, whereof and wherewith the ſaid T. D. party to theſe preſents, acknowledgeth himſelf fully ſatisfied, contented

ed and paid by theſe preſents, and for divers other, &c. Hath given, granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents doth fully, clearly and abſolutely give, grant, bargain, ſell, aſſign and ſet over unto the ſaid W. P. his Executors, Adminiſtrators and Aſſigns, as well the ſaid annuity or yearly payment of,&c. as alſo all the eſtate, right, title, intereſt, property, claim and demand, which the ſaid T.D. party to theſe preſents, hath or may, can, might, ſhould or ought to have, of, in, or to the ſame, [by force and virtue of the ſaid Indenture of uſes, or any thing therein contained, or otherwiſe. And the ſaid T. D. party to theſe preſents, for him, his Executors and Adminiſtrators, doth covenant, promiſe and grant to and with the ſaid W.P. his Executors, Adminiſtrators & Aſſigns by theſe preſents, in manner and form following: That is to ſay, that he the ſaid T.D. party to theſe preſents, now hath lawful authority to give, grant, bargain and ſell the ſaid Annuity, in manner and form aforeſaid: And that heretofore neither he, nor any other by his appointment, or with his conſent, hath made any former bargain, ſale, gift, grant, aſſignment, ſurrender, extinguiſhment, charge or incumbrance of the ſaid annuity or yearly payment of,&c. or of any part thereof; Nor that he the ſaid T. D. party to theſe preſents, nor any other by or from him, or with his conſent, have or hath done, nor hereafter at any time ſhall do, commit or ſuffer to be done, any act, deed, or thing whatſoever, whereby the ſaid W. P. his Executors, Adminiſtrators or Aſſigns, ſhall or may be hindred or letted of or in the having, receiving and enjoying of the ſaid annuity or yearly rent, or any part thereof. And that the ſaid W. P. his Executors, Adminiſtrators or Aſſigns, ſhall and may from time to time, and at all times from and after the deceaſe of the ſaid A. D. for and during the natural life of the ſaid T. D. party to theſe preſents, lawfully, peaceably and quietly have, hold, uſe and poſſeſs, occupy and enjoy the ſaid annuity or yearly rent of, &c. and every part and parcel thereof, To the onely proper uſe and behoof of the ſaid W. P. his Executors, Adminiſtrators and Aſſigns for ever, without the let, trouble, moleſtation, interruption or diſturbance of him the ſaid T. D. party to theſe preſents, or any other perſon or perſons, by his means, title or procurement. And further, that the ſaid T. D. party to theſe preſents, ſhall and will from time to time, and at all times hereafter, at the reaſonable requeſt, coſts and charges in the Law of the ſaid W.P. his Executors, Adminiſtrators and Aſſigns, do or cauſe, procure or ſuffer to be done, all ſuch further act and acts, thing and things, for the further aſſuring of the premiſſes to the ſaid W. P. his Executors, Adminiſtrators and

Aſſigns,

Aſſigns, for and during the natural life of the ſaid T. D. party to theſe preſents, after the death of the ſaid A. D. as by the ſaid W. P. his Executors or Aſſigns, or by his or their Council learned in the Law, ſhall be reaſonably deviſed, adviſed, or required. In witneſs, &c.

An Aſſignment of a Leaſe.

THis Indenture made, &c. between H. S of, &c. of the one part, and R. L. of, &c. of the other part. Whereas J. H. of, &c. by his Indenture of Leaſe bearing date the, &c. for the conſideration therein expreſſed, did demiſe, grant, ſet, and to farm let unto the ſaid H. S. all that Meſſuage or Tenement, called or known by the name of, &c. ſituate, lying and being in *Fleet-ſtreet, London*, and then in the tenure or occupation of the ſaid J. H. together with all water-courſes, lights, ways, eaſements, commodities and appurtenances whatſoever, to the ſaid Meſſuage or Tenement, and all & ſingular other the premiſſes thereby granted, or any of them, then made or belonging. To have and to hold the ſaid Meſſuage or Tenement, and all and ſingular other the before-mentioned premiſſes, with their and every of their appurtenances, unto the ſaid H. S. his Executors, Adminiſtrators and Aſſigns, from the Feaſt-day of, &c. laſt paſt, before the date of the ſame Indenture, unto the full end and term of 21 years from thenceforth next enſuing, and fully to be compleat and ended; Yielding and paying therefore yearly, during the ſaid term of 21 years, the yearly rent of, &c. at the four uſual Feaſts or Terms in the year, that is to ſay, at the, &c. or within ten days next enſuing any of the ſaid Feaſts, by even and equal portions, as in and by the ſaid Indenture of Leaſe, among divers Covenants, Grants, Articles, Clauſes and Agreements therein contained, whereunto relation being had, more fully and at large appears. Now this Indenture witneſſeth, That the ſaid H. S. for and in conſideration of the ſum of, &c. to him in hand, at and before the enſealing and delivery of theſe preſents by the ſaid R. L. well and truly paid, whereof and wherewith he acknowledgeth himſelf fully ſatisfied and paid; and thereof, and of every part and parcel thereof, doth clearly acquit and diſcharge the ſaid R. L. his Executors, Adminiſtrators and Aſſigns, for ever, by theſe preſents; Hath granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents doth grant, &c. unto the ſaid R. L. all the eſtate, right, title, intereſt, term of years yet to come and unexpired, property, claim and demand whatſoever, which he the ſaid H. S. now hath, or may, might or ought to have or claim of, in or to the before mentioned premiſſes, and every or any part

part or parcel thereof, with the Appurtenances, by force and virtue of the ſaid Indenture of Leaſe, or any thing therein contained, or otherwiſe howſoever, Together with the ſaid Indenture of Leaſe. To have and to hold as well the ſaid premiſſes before mentioned to be demiſed in and by the ſaid Indenture of Leaſe, as alſo all the eſtate, right, title, intereſt, uſe, poſſeſſion, claim and demand whatſoever of him the ſaid H. S. of, in and to the Premiſſes, unto him the ſaid R. L. his Executors, Adminiſtrators and Aſſigns, from the day of the making hereof, for and during all the reſidue and number of years yet to come and unexpired of the ſaid term of, &c. in and by the ſaid Indenture of Leaſe granted, in ſuch like, and in as large and ample manner and form, to all intents and purpoſes, as the ſaid H.S. now hath, or enjoyeth, or may, might or ought to have and enjoy the premiſſes, by force, virtue and means of the ſaid Indenture of Leaſe, or any thing therein contained, or otherwiſe howſoever; Together with the ſaid Indenture of Leaſe, as aforeſaid. And the ſaid H.S. for himſelf, his Executors and Adminiſtrators, doth covenant, promiſe and grant to and with the ſaid R. L. his Executors, Adminiſtrators and Aſſigns by theſe preſents, That the ſaid R. L. his Executors, Adminiſtrators and Aſſigns, ſhall and may lawfully, peaceably and quietly have, hold, poſſeſs and enjoy the before mentioned premiſſes, and every part thereof, with the Appurtenances, for and during the reſidue and number of years yet to come and unexpired of the ſaid term of, &c. in and by the ſaid Indenture of Leaſe granted, without any lawful let, ſuit, trouble, denial or interruption of him the ſaid H. S. his Executors, Adminiſtrators or Aſſigns, and that freely and clearly acquitted and diſcharged, or otherwiſe well and ſufficiently ſaved and kept harmleſs, of and from all other gifts, grants, bargains, ſales, leaſes, rents, arrerages of rents, forfeitures, re-entries, cauſe and cauſes of re-entries, troubles and incumbrances whatſoever, had, made, committed or done by the ſaid H.S. his Executors, Adminiſtrators, &c. (the Rents and Covenants in and by the ſaid recited Indenture of Leaſe reſerved, which on the Tenants or Leſſees part and behalf of the ſame premiſſes from henceforth are or ought to be paid, performed and done, only excepted and fore-prized) of which ſaid rents and covenants, the ſaid R. L. for himſelf, his Executors and Adminiſtrators, doth covenant, promiſe and grant to and with the ſaid H. S. his Executors, Adminiſtrators and Aſſigns, by theſe preſents, clearly to acquit and diſcharge, or otherwiſe from time to time, and at all times hereafter from henceforth, well and ſufficiently ſave and keep harmleſs and indempnified the

the ſaid H. S. his Executors, Adminiſtrators and Aſſigns, and every of them, by theſe preſents. In witneſs, &c.

A Preamble of a Will.

IN the Name of God, *Amen.* The 16 day of *October*, 1647 in the 23 year of, &c. I G. H. of, &c. being ſick and weak in Body, but of ſound and perfect Memory, (praiſe be given to God for the ſame) and knowing the uncertainty of this life on earth, and being deſirous to ſettle things in order, do make this my laſt Will and Teſtament, in manner and form following: That is to ſay, Firſt and principally I commend my Soul to Almighty God my Creator, aſſuredly believing that I ſhall receive full pardon and free remiſſion of all my ſins, and be ſaved by the precious death and merits of my bleſſed Saviour and Redeemer Chriſt Jeſus; and my Body to the earth, from whence it was taken, to be buried in ſuch decent and Chriſtian manner as to my Executors hereafter named ſhall be thought meet and convenient. And as touching ſuch worldly Eſtate as the Lord in mercy hath lent me, my Will and meaning is, the ſame ſhall be employed and beſtowed as hereafter by this my Will is expreſſed. And firſt, I do revoke, renounce, fruſtrate and make void all Wills by me formerly made, and declare & appoint this my laſt Will and Teſtament. *Item*, I give and bequeath, &c.

A Condition to pay money at the day of Marriage, or day of Death.

THe Condition of this Obligation is ſuch, That if the within-bounden A. B. his Executors, Adminiſtrators and Aſſigns, do well and truly pay, or cauſe to be paid unto the within-named C. D. his Executors, Adminiſtrators or Aſſigns, at or in the, &c. the ſum of, &c. within ſix Months next after the Solemnization of the Marriage of the above-ſaid A. B. or the day of death and deceaſe of B. C. of, &c. Gentleman, which ſhall firſt happen after the date within-written, without fraud or coven: That then, &c.

A Condition to deliver Hay and Oates by a day, &c.

THe Condition, &c. That if the within-bounden J. A. his Executors, Adminſtrators or Aſſigns, do and ſhall well and truly deliver, or cauſe to be delivered unto the within-named T. J. his Executors, Adminiſtrators or Aſſigns, at, &c. five Cart-loads of good, ſweet, well-made and well-dried Hay,

Hay, every load containing, &c. and twenty quarters of ſound, wholeſome and ſweet Oats, good and Merchantable Ware, every quarter to contain, &c. between the feaſt-day of St. *John* the Baptiſt, and St. *James* the Apoſtle, next enſuing the day within-written, frank and free, without any thing therefore to be paid, without fraud or coven: That then, &c.

A Condition for performance of Covenants.

THe Condition, &c. That if the within-bound L. R his Executors, Adminiſtrators and Aſſigns, and every of them, do and ſhall at all times hereafter, and from time to time, well and truly obſerve, perform, fulfil, pay, do and keep, all and every the Covenants, Grants, Articles, Clauſes, Proviſoes, Payments and Agreements, which on his or their parts and behalfs are and ought to be obſerved, performed and fulfilled, paid, done and kept, ſpecified and comprized in a certain pair of Indentures of Leaſe, bearing date within-written, made between the within-named L.R. on the one part, and N.G. on the other part, and that in and by all things, according to the true intent and meaning of the ſame Indenture: That then, &c.

A Condition for the truth of an Apprentice.

THe Condition, &c. That whereas J. R. ſon of the within-bound E. R by his Indenture of Apprenticeſhip bearing date, &c. laſt paſt before the date within written, hath put himſelf Apprentice unto the within-named H. S. with him to dwell after the manner of an Apprentice, from the, &c. next enſuing the date within-written, for and during the term of, &c. years from thence next enſuing, and fully to be compleat and ended, as by the ſame Indenture may appear. If therefore the ſaid J. ſhall well & truly ſerve and dwell with the ſaid H. during all the ſaid term of, &c. years: And if at any time or times hereafter, during the ſaid term of, &c. the ſaid J. ſhall by negligence or otherwiſe, conſume, imbeazle, waſte, loſe, miſpend, or unlawfully make away any of the moneys, plate, goods, chattels, wares or merchandizes of the ſaid H. S. his Maſter, or any other perſon or perſons whatſoever, which ſhall be committed to his charge and cuſtody; then and ſo often, if the ſaid E.R. his Executors, Adminiſtrators or Aſſigns, or any of them, ſhall within three months next after lawful proof thereof made, either by confeſſion of the ſaid J. R. or otherwiſe howſoever, and notice thereof given, either by writing or otherwiſe, unto the ſaid E.R. his Executors, Adminiſtrators or Aſſigns, make ſufficient

ent recompence, ſatisfaction and payment unto the ſaid H. S. his Executors, Adminiſtrators and Aſſigns, of and for all ſuch money, plate, goods, chattels, wares, merchandizes, as ſhall be ſo duly proved, as aforeſaid, to be by the ſaid J. conſumed, imbeazled, waſted, loſt, miſpent, or unlawfully made away. That then, &c.

A Condition to abide the Award of Arbitrators, if they make an Arbitrement; and if not, then to abide the Umpirage of an Umpire.

THE Condition, &c. That if the within-bounden A. S. his Heirs, Executors and Adminiſtrators, and every of them, for his and their parts and behalfs, in all things, do well and truly ſtand to, and abide, obſerve, perform, obey, fulfil and keep all and every the award, arbitrement, doom, determination, final end & judgment of Sir T. S. of, &c. & H. S. of, &c. Arbitrators indifferently nominated, elected and choſen, as well on the part and behalf of the within-bound A. S. as on the part and behalf of the within-named F. F to award, arbitrate, determine and judge of, for, upon, or concerning all and all manner of judgments, executions, actions, ſuits, cauſe and cauſes of action and ſuits, accompts, reckonings, ſum and ſums of money, treſpaſſes, ſtrifes, variances, quarrels, controverſies, judgments, executions and Demands whatſoever, had, made, moving or depending, or having being and beginning between the ſaid parties at any time or times before the day of the date of theſe preſents. So always, that the ſaid award, arbitrement, doom, determination and judgment of the ſaid Arbitrators, of, for, or upon the premiſſes, be made or put in writing indented under their hands, and ready to be delivered to the ſaid parties, or to ſuch of them as ſhall come and require the ſame of the ſaid Arbitrators, on this ſide or before the, &c. And if the ſaid Arbitrators ſhall make and put in writing indented no ſuch award or abitrement as aforeſaid, for and upon the premiſes, at or before the ſaid day of, &c. if then the ſaid A. S. his Heirs, Executors and Adminiſtrators, and every of them, for his & their part and behalf, in all things do well and truly ſtand to, abide, obey, obſerve, perform, fulfil, pay & keep all & every the award, umpirage, arbitrement, determination, final end & judgment of Sir R. R. of, &c. umpire indifferently elected & choſen on the part & behalf of either of the ſaid parties, to award, arbitrate, determine, & finally to judge of, for, upon or concerning all & ſingular the aforeſaid premiſes; ſo always, that the ſaid award, umpirage, arbitrement, determination, final end & judgment of the ſaid Umpire

of

of, for, or concerning the ſame premiſſes, be had & put in writing indented under his hand and ſeal, at or in the, &c. and ready to be delivered to the ſaid parties, or to ſuch of them as ſhall come and require the ſame of the ſaid Umpire: That then, &c.

A Condition that one ſhall not demiſe or alien without conſent.

THe Condition, &c. That if neither the above-bound R.R. nor his Aſſigns, nor any of them, do or ſhall at any time hereafter, demiſe, grant bargain, ſell, or otherwiſe do away his or their eſtate, right, title, intereſt, claim and demand either in fee-ſimple, fee-tail, or otherwiſe, to any perſon or perſons whatſoever, of, in or to that the Mannor of, &c. in the County of, &c. with the rights, members and appurtenances thereof, in the ſaid, &c. whatſoever, or of, in or to any part or parcel thereof, which he the ſaid R.R. or his Heirs, have, hath or had, may, might, ſhould or ought to have or claim, of, in or to the ſaid Mannor, with the appurtenances, without the conſent and agreement of the above-named T. J. his Heirs or Aſſigns, or ſome of them, to that effect firſt had & obtained in writing, under his, their, or ſome of their hands & ſeals: That then this, &c.

A Condition to juſtifie all ſuch actions as ſhall be commenced by reaſon of a Letter of Attorney.

THe Condition, &c. That whereas the within-bound J.E. by his Deed, or Letter of Attorney bearing date, &c. hath made and conſtituted the within-named W. D. his true, lawful and ſufficient Attorney, to ask, levy, recover and receive, for him, and in his name, to the only proper uſe and behoof of the ſaid W.D. his Executors and Adminiſtrators, 200 *l.* of, &c. wherein R.C. of, &c. by his Obligation bearing date, &c. is and ſtandeth bound unto the ſaid J. E. as by the ſame Letter of Attorney more at large it doth and may appear. If therefore the ſaid J. E. his Executors and Adminiſtrators, and every of them, do at all times hereafter, and from time to time, avow, juſtifie and maintain all and every ſuch lawful action & actions, plaints, proceſs, ſuits, judgments and executions, as the ſaid W.D. his Executors, Adminiſtrators or Aſſigns, or ſuch as the ſaid W.D. his Executors, Adminiſtrators and Aſſigns ſhall thereunto aſſign, name and appoint, ſhall attempt, commence and purſue, in the name of the ſaid J. E. his Executors or Adminiſtrators, againſt the ſaid R.C. his Executors or Adminiſtrators, or any of them, upon or by reaſon of the ſaid recited Obligation. And alſo that if neither the ſaid J. E. his Executors or Adminiſtrators

niſtrators, or any of them, ſhall hereafter willingly do or procure to be done any manner of act or acts, thing or things, whereby the ſaid Debt of 200 *l.* or any part or parcel thereof, is or ſhall be releaſed, or in any wiſe diſcharged, or whereby, or by reaſon whereof, any action or actions, writ, plea, proceſs or execution to be had, attempted, brought or executed, for, touching or concerning the ſuing for, or recovery of the ſaid ſum of 200 *l.* ſhall be any ways impeached, abated, with-drawn, delayed or hindred, except it be by and with the conſent of the ſaid W.D. his Executors or Adminiſtrators, under his or their hands and ſeals firſt had and obtained in writing: That then, &c.

A Condition for payment of money yearly, with a clauſe to find new Sureties, upon death of any of the former.

THE Condition, &c. That if the within-bound R. D. W.D. & R.B. or any of them, their or any of their Executors, Adminiſtrators or Aſſigns, do well and truly pay, or cauſe to be paid unto the within-named J. A. his Executors or Aſſigns, yearly from henceforth, for and during the term of 21 years, the yearly ſum of, &c. at or in, &c. at the four uſual feaſts or terms in the year; that is to ſay, at the feaſt of, &c. or within 20 days next after every of the ſaid feaſts, by even and equal portions to be paid. And if it ſhall happen the ſaid R.D. W.D. or R.B. or either of them, to die or depart his or their natural life or lives before the ſaid term of 21 years ſhall be fully ended, next after the date within-written: If then the ſaid R. D. his Executors or Adminiſtrators, do within three months next after requeſt in that behalf to him or them to be made by the ſaid J.A. his Executors, Adminiſtrators or Aſſigns, procure & cauſe ſuch other ſufficient & able perſon or perſons to become bound, and enter into bond unto the ſaid J.A. his Executors, Adminiſtrators or Aſſigns, by obligation in due form to be made for the ſame payment of the ſaid yearly ſum of, &c. for and during ſo many years as ſhall be then to come and unexpired of the ſaid term of 21 years, & with the like clauſe for putting in other new Sureties, as herein is expreſſed, as ſhall be of ſufficient ability to anſwer and pay the ſum of money wherein he or they ſhall ſo ſtand bound, if the ſame ſhould be forfeited: That then, &c.

A Condition to ſave harmleſs from Legacies.

THE Condition, &c. That if the within-bound W.W. his heirs, executors and adminiſtrators, and every of them, do & ſhall from time to time, and at all times hereafter, clearly acquit, exone-

exonerate and discharge or otherwise well and sufficiently save and keep harmless the within-named B.F. his Heirs, Executors and Administrators, and every of them, and his and their goods, chattels, lands, tenements, possessions and hereditaments, and every of them, as well against the children of R. E. late of, &c. deceased, their Executors, Administrators and Assigns, and every of them, as also against all and every other person or persons whatsoever, of, for, from and concerning all and all manner of gifts, legacies, childrens portions, sum and sums of money, and bequests whatsoever, given and bequeathed unto them, and every or any of them, in and by the last Will and Testament of the said R. E. or otherwise, and of and from all actions, suits, costs, judgments, extents, executions and demands whatsoever, which shall or may at any time hereafter happen to arise, come or grow, to, for or against the said R.F. his Executors, Administrators and Assigns, or any of them, upon or by reason of the same: That then, &c.

A Condition not to molest, sue, or trouble for any matter or cause before past.

THe Condition, &c. That if neither the within-bound A. B. his Executors, Administrators or Assigns, or any other person or persons, for him or them, or in his or their name or names do not at any time or times hereafter, molest, sue, vex or trouble the within-named C. D. his Executors or Administrators, or any of them, by any manner of ways or means whatsoever, for, upon, or by reason of any matter or cause whatsoever, had, made, moving or depending between the said parties, from the beginning of the world until the day of the date within-written: That then, &c.

A Condition to seal a Counter-part of an Indenture by a day.

THe Condition, &c. That if one A.B. of, &c. shall on this side, and before the first of, &c. seal and subscribe to the Counter-part of one Deed indented, bearing date, &c. made between the within-named W.M. of the one part, and the said A.B. of the other party: and the same so sealed and subscribed, to deliver as his proper act and deed, to the only use and behoof of the said W.M. and also the said Counter-part of the said Deed indented, so sealed, subscribed and delivered by the said A. B. in manner and form aforesaid, do on this side, and before the, &c. then next ensuing, deliver or cause to be delivered unto the said W.M. his Heirs or Assigns, whole, uncancelled, and undefaced, at or, &c. That then, &c.

A

A Condition for acknowledgment of a Fine.

THe Condition, &c. That if the above-bounden G.S. and A. his Wife, do and ſhall at and before the, &c. next enſuing the date within-written, at the coſts and charges in the Law of the within-named R. P. his Heirs or Aſſigns, before the Juſtices of the Court of Common-Pleas at *Weſtminſter*, acknowledge and levy one fine, *ſur conuſans de droit comme ceo ont de ils done*, &c. unto the ſaid R. P. his Heirs, &c. with Proclamation, according to the Laws and Statutes of this Realm in that behalf provided, of all thoſe Meſſuages, Lands, Tenements and Hereditaments, with the appurtenances, lying and being in P. in the County of E. which by one Deed indented, bearing date with theſe preſents, are mentioned to be bargained and ſold by the ſaid G.S. to the ſaid R.P his Heirs, &c. and every part and parcel thereof, to the only uſe and behoof of the ſaid R. P. and of his Heirs and Aſſigns for ever, according to the true intent and meaning of the ſame Deed, as by the ſaid R.P. his Heirs or Aſſigns, or by his or their Counſel learned in the Law ſhall be reaſonably deviſed and required: That then, &c.

A Condition to deliver an Obligation by a day.

THe Condition, &c. That whereas the within-named T.M. by his obligation bearing date, &c. and ſtandeth bound unto the within-bounden P. F. in the ſum of 100 *l.* with Condition, &c. as by the ſame Obligation may appear. If therefore the ſaid P. F. his Executors, Adminiſtrators or Aſſigns, do or ſhall on or before the, &c. next enſuing the date within-written, deliver or cauſe to be delivered unto the ſaid T.M. his Executors, Adminiſtrators or Aſſigns, the ſaid recited Obligation cancelled or to be cancelled: That then, &c.

A Condition to pay money during life.

THe Condition, &c. That if &c. W.W. his executors, adminiſtrators or aſſigns, or any of them, do or ſhall yearly, for and during the natural life of A. W. of, &c. well and truly pay or cauſe to be paid unto the within-named W. M. his executors, adminiſtrators or aſſigns, for and towards the maintenance of the ſaid A. the ſum of, &c. at or in, &c. on four days in every year: That is to ſay, on the, &c. by even and equal portions, the firſt payment thereof to be made and begin on the, &c. next enſuing the date within-written, he the ſaid W.W. his Executors,

Adminiſtrators or Aſſigns, to his and their uſe, a ſufficient acquittance and diſcharge in writing under his hand and ſeal of the money ſo paid, and ſo from time to time received: That then this, &c.

A Condition to aſſign over a Leaſe by a day.

THe Condition, &c. That if, &c. J.W. in conſideration of 300*l.* to him in hand paid by the within-named P.C. do and ſhall on this ſide, and before, &c. next enſuing the date within-written, at the coſts and charges in the Law of the ſaid P. C. his Executors, Adminiſtrators or Aſſigns, by good conveyance and aſſurance in the Law, grant, convey and aſſure unto ſuch perſon and perſons as the ſaid P.C. ſhall nominate and appoint, as well one Indenture of Leaſe made by and ſom A.B. to the ſaid J.W. bearing date, &c. and all Lands, Tenements and Hereditaments therein and thereby demiſed and granted, as alſo all the eſtate, right, title, intereſt, rent, reverſion, property, claim and demand whatſoever of him the ſaid J.W. of, in or to the premiſſes, clearly diſcharged of all Incumbrances whatſoever, done or to be done by the ſaid J. W. or any by his means, conſent or procurement, except one Leaſe heretofore made by the ſaid J.W. to one T.T. of the premiſſes, whereupon the yearly rent of 100 *l.* is reſerved, which ſaid yearly rent ſhall or may from henceforth be paid to the ſaid P.C. or to ſuch perſon or perſons as he ſhall name or appoint during the continuance of the ſaid Leaſe; and if the ſaid J.W. do and ſhall permit and ſuffer the ſaid P.C. and his Aſſigns, from time to time, and at all times hereafter, to have, receive and take the rents, iſſues and profits of the premiſſes, without the let or denial of the ſaid J.W. or his Executors: That then, &c.

A Condition for quiet enjoying of a Meſſuage.

THe Condition, &c. That if the within-named J.M. his Heirs and Aſſigns, and every of them, ſhall and may for ever from henceforth peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy all that Meſſuage or Tenements & Lands ſituate, lying and being in, &c. and every part and parcel thereof, mentioned to be bargained and ſold by the within-bound R.W. to the ſaid J.M. in and by a certain Indenture of bargain and ſale, bearing date the day of the date within-written, made between the within-bound R.W. and A. his Wife, on the one part, and the above-named J. M. on the other part, clearly diſcharged, or otherwiſe ſufficiently ſaved and kept harmleſs of

and

and from all and all manner of eſtates, titles, troubles, charges, and incumbrances whatſoever, at any time heretofore had, made, committed, permited, ſuffered or done by the ſaid R. W. & A. his Wife, or either of them, or by his or their means or procurement: That then, &c.

A Condition not to do any act to prejudice the Eſtate of the Obligee in a Leaſe, &c.

THe Condition, &c. That if the within-bound R.R. hath not done, nor that he, his Executors or Adminiſtrators, at any time hereafter, ſhall wittingly or willingly do, or aſſent unto any manner of act or acts, device or devices whereby, or by reaſon whereof, the intereſt, eſtate and term of years, which the within-named H.B. hath of, in or to any the Meſſuages, Lands, Grounds, Tenements or Hereditaments, called, &c. or any part or parcel thereof, is, or ſhall be alienated, bargained, ſold, aſſigned, determined, avoided or incumbred, or whereby one Obligation or Deed Obligatory, bearing date the, &c. laſt paſt before the date within-written, is or ſhall be diſcharged, releaſed & made void, or loſe any manner of force or ſtrength, except it be by and with the aſſent, conſent and agreement of the within-named H.B. his Executors, &c. wherein one R. A. Citizen, &c. ſtandeth bound to the ſaid R.R. in the ſum of, &c. with a certain condition thereupon endorſed, touching the Meſſuages, Lands and Tenements called, &c. as by the ſame may appear: That then, &c.

A Condition to pay Rent during a Leaſe parol, and at the end to depart, leaving the Goods and houſhold-ſtuff mentioned, &c.

THe Condition, &c, That whereas the above-named T. L. hath by Leaſe parol, ſet and to farm-let to the above-bound T.D. all that Capital Meſſuage, &c. for the term of, &c. to be reckoned and accounted from the, &c. at and for the yearly rent of, &c. of lawful, &c. payable in form following: That is to ſay, on the, &c. If therefore the ſaid T. D. his Executors, Adminiſtrators, Under-tenants or Aſſigns, or any of them, do well and truly pay, or cauſe to be paid unto the ſaid T.D. his Executors, Adminiſtrators or Aſſigns, the ſaid yearly rent or ſum of, &c. in manner and form as is before expreſſed. And alſo if the ſaid T.D. his Executors, Adminiſtrators, Under-tenants and Aſſigns, do at the end and expiration of the ſaid term of, &c. to be reckoned as aforeſaid, depart out of the ſaid houſe, and leave the poſſeſſion thereof, & other the premiſſes, & leave behind him all ſuch locks, keys bolts, hinges, doors, caſements, glaſs, glaſs windows,

wainſcot, dreſſers, ſhelves, and other things as now do belong or appertain to the ſaid Meſſuage, &c. or which at any time hereafter, during the ſaid term, ſhall be ſet up, placed, made or provided in or about the ſame premiſſes, at the coſts and charges of the ſaid T.D. unto the ſaid T. L. his Executors, Adminiſtrators or Aſſigns, That then, &c. But if the default be made in payment of the ſaid rent of, &c. in the manner and form above declared, or if the ſaid T.D. his Executors or Aſſigns, ſhall not perform the other Clauſes and Agreements herein contained, without fraud or coven: That then, &c.

A Condition that he ſhall enjoy quietly the aforeſaid Meſſuage without interruption of any, during the ſaid Leaſe parol.

THe Condition, &c. That whereas the above-bound T.L. hath the day of the date above-written, by Leaſe parol, demiſed and to farm-letten unto the above-named T. D. all that Capital Meſſuage, &c. for term of, &c. to be accounted from the, &c. and for the yearly rent of, &c. And whereas the ſaid T. D. by his Obligation bearing date the day of, &c with condition thereunder written for payment of the ſaid rent or ſum of, &c. and performing other clauſes and things in ſuch manner and form as in the ſaid Condition is mentioned, as in and by the Obligation and Condition before-mentioned may more at large appear: If therefore the ſaid T.D. his Executors, Adminiſtrators, undertenants and Aſſigns, and every of them, ſhall or may from time to time, and at all times during the ſaid term of, &c. lawfully, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy all that the ſaid capital Meſſuage, &c. and Appurtenances thereunto belonging, in as full, large & ample manner, as he the ſaid T. L. had uſed or enjoyed the ſaid premiſſes, without any lawful let, ſuit, trouble interruption or diſturbance of the ſaid T. L. his Executors, &c. or of any other perſon or perſons by his or their means, act, conſent, title, intereſt, privity or procurement: That then, &c.

A Condition where money is given by a Will to a Wife and her Children, and the money being paid by the Executor to the Husband of the Wife, to be employed for their benefits, the Husband is bound to employ it well, or to re-pay it, &c.

THe Condition, &c. That whereas T.H. of, &c. Gentleman, deceaſed, did by his laſt Will and Teſtament in writing, give and bequeath unto M. one of the daughters of E. H. and now the wife of the above-bound J. S. the ſum of, &c. and the ſum of, &c. to the four Children of them the ſaid J. & M. which

ſaid

ſaid ſum of, &c. together with the ſaid ſum of, &c. more, the above-named H.H. & W.H. have at and before the enſealing and delivery of this preſent Obligation, paid and delivered unto the ſaid J. S. to be by him employed in ſtock, for the benefit and advantage of the ſaid M. and the ſaid four Children. If therefore the ſaid J. S. do and ſhall from time to time, and at all times hereafter, uſe his beſt skill and endeavour to manage and imploy the ſaid, &c. in a ſtock for the beſt benefit and advantage of the ſaid M. and her ſaid four Children. And if the ſaid J.S. do not, nor ſhall not imploy the ſaid, &c. in good manner as the ſame ought to be, according to the true intent and meaning hereof: Then if the ſaid J. S. do within ſix months next after requeſt to him made in that behalf by the ſaid H. H. & W.H. or either of them, their or either of their Executors, Adminiſtrators or Aſſigns, for the uſe and behoof of the ſaid M. and her ſaid four Children, pay unto the, &c. the full ſum of, &c. or the full worth or value thereof, in good and valuable goods and chattels, without fraud or coven: That then, &c.

A Condition to ſave harmleſs an Executor, he not medling with the Executorſhip.

THe Condition, &c. That whereas W. H. late of, &c. by his laſt Will and Teſtament in Writing, did nominate and appoint the within-named J. L. and others, Executors of his ſaid Will: ſince which time the ſaid J. L. is become ſole Executor of the ſaid Will. And whereas the ſaid J. L. hath not at any time or times intermedled with, had, taken or received any of the debts, goods, houſhold-ſtuff, plate, chattels or hereditaments, of or belonging to the ſaid W.H. but that the ſame have been equally divided and diſtributed to and amongſt the, &c. part and part alike. And foraſmuch as the, &c. did of their own accord ſatisfie and pay ſuch Debts, Duties and Legacies, as the ſaid W.H. did owe, give and bequeath, and had and received the acquittances for the ſame, without the conſent of the ſaid J.L. If therefore the ſaid, &c. and every or any of them, their Executors, Adminiſtrators & Aſſigns, & every or any of them, do and ſhall from time to time, and at all and every time and times hereafter, freely and clearly acquit, exonerate and diſcharge, or otherwiſe upon requeſt made, well and ſufficiently ſave and keep harmleſs and indempnified the ſaid J. L. his Executors, Adminiſtrators and Aſſigns, and his and their goods, chattels and hereditaments, and every of them, of and from all ſum and ſums of money, bills, bonds, debts, duties and demands whatſoever, which ſhall or may at any time or times hereafter,

happen to be demanded or recovered of and from the ſaid J.L. his Heirs, Executors, Adminiſtrators, or any of them, for or by reaſon of the Executorſhip of the ſaid laſt Will and Teſtament, and of and from all actions, ſuits, troubles, coſts, charges and demands whatſoever, which ſhall or may happen, ariſe, or grow, for or by reaſon of the ſame premiſſes, without fraud or coven: That then, &c.

A Condition to diſcharge an Executor from an Orphans portion in London, *being received without conſent.*

THe Condition, &c. That whereas A.H. Spinſter, one of the Daughters of W.H. late of, &c. deceaſed, hath taken and received the full third part of the ſum of, &c. which he the ſaid W.H. left in his houſe at the time of his deceaſe, his ſeveral charges, debts and legacies being paid and diſcharged out of the ſaid ſum of, &c. and her full fourth part of all the goods, plate, chattels, utenſils and implements of houſhold, as were belonging unto the ſaid W.H. at the time of his deceaſe, and alſo her full fourth part of the ſum of, &c. which was paid upon Bond due from, &c. For all which ſaid ſums of moneys, plate and goods, the within-bound R. H. & R. A. have hereby undertaken to acquit, diſcharge and ſave harmleſs the within-named R M. his Executors, Adminiſtrators and Aſſigns. If therefore the ſaid R.H. & R.A. or either of them, their or either of their Executors, Adminiſtrators or Aſſigns, do and ſhall from time to time, and at all times hereafter, clearly acquit, exonerate and diſcharge, or otherwiſe upon requeſt made, well and ſufficiently ſave, keep harmleſs and indempnified the within-named R. M. his Executors, Adminiſtrators and Aſſigns, and his and their goods, chattels and hereditaments, and every of them, as well againſt the Officers of the City of *London* for the Court of Orphans, and every of them, and againſt all and every other perſon and perſons whatſoever; as alſo of and from all actions, ſuits, coſts, loſſes, charges, ſum and ſums of money, and demands whatſoever, which ſhall or may at any time or times hereafter happen to ariſe or grow, or to be demanded or recovered of and from the ſaid R. M. his Executors, Adminiſtrators or Aſſigns, or any of them, for or by reaſon of the ſame ſeveral ſums of money and houſhould-ſtuff ſo by the ſaid A.H. had, taken and received, as aforeſaid, and every of them, without fraud or coven: That then, &c.

A

A Condition to justifie all such actions as shall be commenced, by reason of an assignment of a Bill Obligatory.

THE Condition, &c. That whereas the within-bound W.E. & M. have by their Deed of assignment, bearing date with the within-written Obligation, assigned and set over unto the above-named R.N. one Bill Obligatory, wherein A.B. of, &c. and C.D. of, &c. are and stand bound unto the said W.E. & M.A. in the sum of, &c. *(recite according to the usual form)* as by the said Bill and Deed of assignment may appear. If therefore the said W.E. & M.A. or either of them, their or either of their Executors, Administrators or Assigns, do and shall at all times hereafter, and from time to time, justifie, avow and maintain all and every such lawful action and actions, suits, pleas and process, as the said R. N. his Executors or Assigns shall commence or prosecute against the said A.B. & C.D. or either of them, their or either of their Executors, Administrators or Assigns, in the names of them the said W.E. & M.A. or either of them, for or by reason of the said Deed of assignment, and Bill Obligatory, or either of them, without revoking or releasing the same, or any the persons or sums of money in them mentioned: That then, &c.

A Condition for an hired Servants truth.

THE Condition, &c. That whereas the above-named H. H. hath taken and received into his service the above-bound T.K. If therefore the said T.K. do and shall at all times hereafter, and from time to time, during so long time as the said T.K. shall dwell with the said H.H. well and truly serve the said H.H. his Master, without consuming, imbeazling, wasting, losing, mis-spending, or unlawfully making away any of the money, plate, goods and chattels of the said H. H. his Master, or any person or persons whatsoever which shall be committed to his charge and custody, by reason of his said service. And if the said T.K. shall by negligence or otherwise, consume, imbeazle, waste, lose, mis-spend, or unlawfully make away any moneys, plate, goods and chattels of the said H. H. his Master, or any other person or persons whatsoever, that shall be committed to his charge and custody, by reason of his said service, as aforesaid: Then if the said T. K. the above-bound P. W. & J. K. or any of them, their or any of their Executors, Administrators or Assigns, or any of them, do and shall within three months next after the due proof thereof, either by the confession of the said

T. K. or otherwiſe howſoever; and notice or warning thereof given or left at or in, &c. in writing or otherwiſe unto or for the ſaid P. W. & J. K. or either of them, make ſufficient recompence, ſatisfaction and payment unto the ſaid H. H. his Executors, Adminiſtrators or Aſſigns, for the ſaid moneys, goods, chattels, ſo conſumed or imbeazled is aforeſaid; Then this preſent Obligation to be void and of none effect, or elſe, &c.

A Condition to pay Rent reſerved upon a Leaſe.

THE Condition, &c. that if the within-bound R. H. his Executors, Adminiſtrators and Aſſigns, or ſome of them, do well and truly pay, or cauſe to be paid unto the within-named D. F. & J. S. and the Heirs and Aſſigns of the ſaid J. all that yearly Rent reſerved and payable unto the ſaid D. F. & J. S. and unto the Heirs and Aſſigns of the ſaid J. upon and by virtue of a certain pair of Indentures of Leaſe, bearing date the day of the date within-written, made between them the ſaid D. F. & J. S. on the one part, and the ſaid R. H. on the other part, at ſuch days and times, by ſuch equal and quarterly portions, and in ſuch manner and form during all the ſaid term thereby granted, as the ſame in and by the ſaid Indenture is limited and appointed to be paid, without fraud or coven. That then, &c.

A Condition to diſcharge Executors from the payment of Legacies to Non-age.

THE Condition, &c. That whereas M. H. Widow, by her laſt Will and Teſtament bearing date, &c. did give & bequeath unto three Sons of M. T. Widow, the ſum of, &c. apiece to each of them. And whereas alſo the within-named T. P. at and before the day of the date within-written, hath paid unto the within-bounden R. M. to & for the uſe of the ſaid three Sons of M. T. Widow, *(viz.)* J. H. and M. the ſaid ſum of 300 *l.* given unto them by the ſaid E. H. deceaſed. If therefore the ſaid R. M. his Executors, Adminiſtrators or Aſſigns, do well and ſufficiently ſave and keep harmleſs and indempnified the ſaid T. P. & R. F. Executors of the ſaid laſt Will and Teſtament, and either of them, their and either of their Executors, Adminiſtrators and Aſſigns, as alſo their and either of their goods, chattels, lands, tenements and hereditaments, as well againſt the ſaid J. H. and M. & every of them, as againſt all other perſon and perſons whatſoever; of, or concerning the ſaid legacy of, &c. apiece, to them the ſaid J. H. and M. given and bequeathed as

as aforeſaid. And alſo do obtain and get ſufficient and lawful releaſes and acquittances, or other diſcharges form them the ſaid J.H. & M. and of every of them reſpectively, as they ſhall attain their full ages of 21 years, or within three months next enſuing their ſaid full ages of, &c. reſpectively to be made unto the ſaid T.P. and R.F. their Executors, Adminiſtrators or Aſſigns, purporting diſcharges for their ſaid Legacies given and bequeathed as aforeſaid, without fraud or coven: That then, &c.

A Condition to ſave harmleſs from a Letter of Attorney.

THE Condition, &c. That if the above-bound A.C. his Executors, Adminiſtrators or Aſſigns, or ſome of them, do and ſhall from time to time, and at all and every time and times for ever hereafter, acquit, diſcharge, ſave, defend and keep harmleſs and indempnified the above-named R. N. his Executors, Adminiſtrators and Aſſigns, and his and their goods, chattels, lands, tenements and hereditaments, and every of them, of and from all and all manner of actions & ſuits, coſts, charges, troubles, loſſes and detriments whatſoever, which ſhall or may at any time or times hereafter, ariſe, happen or be, unto, for or againſt the ſaid R.N. his Executors, Adminiſtrators or Aſſigns, for, concerning, or by reaſon of one Letter of Attorney, bearing date the day of the date above-written, which the ſaid A.C. hath ſealed and delivered unto the ſaid R.N. or any ſuit or ſuits commenced, or to be commenced by virtue thereof. And alſo if the ſaid A.C. his Executors, Adminiſtrators or Aſſigns, do or ſhall, upon requeſt to him or them to be made, well and truly pay, or cauſe to be paid unto the ſaid R.N. his Executors, Adminiſtrators or Aſſigns, all ſuch ſum & ſums of money as the ſaid R. N. his Executors, Adminiſtrators or Aſſigns, ſhall be compelled to diſburſe or lay out, for or by reaſon of any ſuit or ſuits, arreſts, or other things whatſoever, concerning the premiſſes: That then, &c.

A Condition to pay money at the expiration of an Apprentiſhip.

THE Condition, &c. That whereas M.C. daughter of, &c. by her Indenture of Apprentiſhip bearing date with theſe preſents, hath put her ſelf an Apprentice unto the within-bound J.S. & L. his Wife, and with them to dwell and ſerve, as their Apprentice, from the Feaſt of, &c. unto the end and term of, &c. from thence next enſuing, and fully to be compleat and ended, as by the ſame Indenture of Apprentiſhip more at large appeareth

appeareth. And whereas alſo the within-named J. P. the day of the date hereof, hath lent, diſburſed and delivered to the ſaid J.S. the ſum of 20 *l.* of, &c. to occupy as a ſtock during the term. If therefore the ſaid J.S. his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, do well and truly pay or cauſe to be paid unto the ſaid M.C. or her Aſſigns, the full ſum of, &c. at the full end and expiration of the ſaid term of ſeven years, or at the day of the Marriage of the ſaid M. which of them ſhall firſt and next happen to be or come after the date hereof, without fraud or coven: That then, &c.

A Condition of an Obligation, wherein one Executor ſtands bound to another to do his diligence in the execution of a Will, and from time to time to give a juſt account.

THE Condition, &c. That whereas J.B. of, &c. Gentleman, hath named and appointed the within-bounden T. A. to be one of his Executors, together with the within-named G. B. If therefore the ſaid T. A. do from time to time, and at all times hereafter, uſe his utmoſt diligence and endeavour for the true execution of the ſaid laſt Will and Teſtament, according to the truſt in him repoſed by the ſaid J.B. do alſo from time to time yearly, until the ſaid laſt Will & Teſtament be fully and wholly fulfilled and performed, make by himſelf, or by ſome other lawfully authorized by him, a true account to the ſaid G.B. at or in, &c. at any time between the firſt and laſt of *November*, yearly. And if upon the making up of every ſuch account or accounts, the ſaid T.A. his, &c. ſhall make delivery of the moiety or one half of all ſums of money, Goods and Chattels that the ſaid T. A. his, &c. ſhall have in his or their cuſtodies, or ſhall have received by virtue of the ſaid Executorſhip of the ſaid laſt Will and Teſtament of the ſaid J.B. That then, &c.

A Counter-Condition for the performance of Covenants.

THE Condition, &c. That whereas the within-named M.M. at the requeſt and deſire of the within-bound D.P. together with the ſaid D. P. is and ſtandeth bound in and by one Obligation bearing date the within-written, unto E.S. of, &c. in the ſum of, &c. for the true obſervance, performance, fulfilling, paying and keeping of all and every the covenants, grants, articles, clauſes and agreements which are contained and ſpecified in one pair of Indentures of Leaſe, as by the ſaid Obligation appeareth. If therefore the ſaid D. P. his Executors, Adminiſtrators or Aſſigns, and every of them, do

and

and ſhall from time to time, and at all times hereafter, well and ſufficiently ſave and keep harmleſs and indempnified the ſaid M.M. his Executors, Adminiſtrators and Aſſigns, and every of them, of and from all actions, ſuits and demands whatſoever, which ſhall or may at any time or times hereafter happen to ariſe, come or grow to or againſt the ſaid M.M. his Executors, Adminiſtrators or Aſſigns, or any of them, for, upon, or by reaſon of the ſaid recited Obligation, or any ſum or ſums of money therein contained, without fraud or coven: That then, &c.

A Condition that the Leſſor ſhall pay money back upon the Leſſees diſlike of a Farm.

THE Condition, &c. That whereas there hath been communication between the within-bound T. B. and the within-named P.C. for and concerning one Farm called A. in the County of S. now in the occupation of the ſaid T.B. to be granted by the ſaid T. to the ſaid P. for the term of ſix years. If in caſe the ſaid P.C. ſhall miſlike to proceed in the ſame, and of ſuch miſliking to give notice to the ſaid T.B. before the laſt day of, &c. next enſuing, at the Meſſuage of the ſaid Farm: Then if the ſaid T.B. his Executors, &c. do within three days next after ſuch notice of miſliking given, well and truly pay, or cauſe to be paid to the ſaid P. not onely the ſum of 6 *l.* of, &c. to him the ſaid T. delivered at the enſealing hereof, but alſo do pay or ſatisfie unto the ſaid P. all ſuch ſums of money, and other things, as the ſaid P. hath, or before that time ſhall have paid, or be at, for the ſowing and manuring of the ſaid Farm, or any part thereof: That then, &c.

A Condition for building and ſetting up a Farm or a Houſe.

THE Condition, &c. That if the within-named E.W. his Executors, Adminiſtrators or Aſſigns, do at his and their own coſts and charges, on this ſide and before the Feaſt of, &c. next coming after the date above-written, not onely well work, and ſubſtantially erect, build, and ſet up, or cauſe to be erected, built and ſet up one good and ſubſtantial new frame or building, of good, new, ſufficient and well-ſeaſoned Timber of heart of Oak, to ſerve for the plat or foundation already ſet forth or made, within the Meſſuage or Inn, called or known by the name or ſign of the Ship, in the Pariſh of Saint *Clements Danes*, in the County of *Middleſex*, which ſhall contain from the Weſt towards the Eaſt forty foot of Aſſize, and in breadth from North to South twenty five foot of Aſſize, and with part thereof,

thereof, which ſhall extend from the South part of the meaſure before-mentioned towards the South, ſhall continue in length 20 foot, and in breadth 18 foot and 12 inches: All which ſaid building ſhall contain in height three ſtories and an half, and every ſtory to contain in the height ſeven foot of Aſſize at the leaſt: but alſo do, before the ſaid Feaſt of, &c. at his like coſts and charges, fit and furniſh the ſame building with floors boarded, doors, ſtairs, pent-houſes, and other things pertaining to, or being Carpentary work, with ſufficient nails for the ſame, and hooks and hinges for all the doors: in which ſaid building there ſhall be ſuch and ſo many ſtairs as the within-named P.G. ſhall appoint, and to be ſet in ſuch place and places as the ſaid P. ſhall nominate; and there ſhall be in the Stories extending Weſt and Eaſt, partitions, and three ſeveral rooms; and in every room one imbowed window, with ſuch and ſo many clear windows as the ſaid P. ſhall appoint: and in every of the ſtories of the building extending from North to South, one partition, and one room, in every of which rooms there ſhall be one imbowed window: All which to be well and ſufficiently finiſhed, as aforeſaid, before the Feaſt, &c. next coming. That then, &c.

A Condition to ſave three harmleſs, which are bound for One by Recognizance to the Chamber of London *for Orphan-money.*

THE Condition of this Recognizance is ſuch, That whereas the within-named J.C. J.L. and W.G at the inſtance and requeſt of the above-bound E. K. together with the ſaid E. K. in the Inner-chamber of the *Guildhall* of the City of *London*, are become joyntly and ſeverally bound unto R.B. Chamberlain of the City of *London* aforeſaid, & to his Succeſſours, Chamberlains of the ſame City, in the ſum of 350 *l.* of &c. with condition amongſt other Articles in the ſaid Recognizance ſpecified, for the true payment of 300 *l.* of like money unto the ſaid Chamberlain, or his Succeſſor, to the uſe of E. and J. Orphans of T.B. late Citizen and Grocer of *London*, deceaſed, at ſuch time as they or either of them ſhall accompliſh their ſeveral Ages of 21 years, as by the ſaid Recognizance and condition thereof more at large may appear. If therefore the ſaid E. K. his Heirs, Executors or Adminiſtrators, do from time to time, and at all times hereafter, diſcharge, exonerate, acquit or otherwiſe well and ſufficiently ſave and keep harmleſs the ſaid J.C. J.L. and W.G. and every of them, and the Heirs, Executors and Adminiſtrators of them, and every of them, and all and ſingular the lands, tenements and hereditaments, goods and chattels

of

of them, and every of them, againſt the ſaid Chamberlain and his Succeſſors, and againſt all and every other perſon or perſons whatſoever, of, for and concerning the ſaid Recognizance, and all and ſingular ſums of money, penalties, forfeiture and things whatſoever, in the ſaid Recognizance or Condition thereof, or either of them contained or ſpecified: and alſo of, for and concerning all and ſingular actions, ſuits, judgments, extents, executions, moleſtations, coſts, charges, troubles, incumbrances, and demands whatſoever, which ſhall or may ariſe, grow, happen or be, by reaſon or means of the ſaid Recognizance. And alſo if it happen the ſaid E. K. before the ſaid ſum of 300 *l.* be fully paid to the ſaid Chamberlain, or his Succeſſors, according to the tenor and purport of the ſaid Condition of the ſaid Recognizance, to deceaſe, or by any means to come to poverty and inſufficiency or himſelf or his goods and chattels, out of the liberties of the City aforeſaid, to abſent, withdraw, or purloin: Then if the ſaid E. K. his Heirs, Executors or Adminiſtrators, within ſix Months next after ſuch deceaſe, coming to poverty & inſufficiency, or ſuch withdrawing, abſenting or retaining himſelf, or his goods or chattels, out of the liberties of the City aforeſaid, or upon reaſonable requeſt, do make true payment unto the ſaid Chamberlain or Succeſſors, of the ſaid ſum of 300 *l.* to the uſe aforeſaid: and then alſo within the ſame ſix Months, or upon ſuch requeſt, as aforeſaid, do cauſe and procure the ſaid Recognizance, and all extents and executions of the ſame, to be clearly & lawfully diſcharged & made void: That then, &c.

A Condition from the Under-Sheriff to a High-Sheriff, for ſaving harmleſs.

THe Condition, &c. That whereas the above-named Sir M. G. Knight, Sheriff of the County of B. hath aſſigned and deputed the above-named R. B. his Under-Sheriff: If therefore the ſaid B. N. the above-bound C. R. and G. D. their Heirs, Executors and Adminiſtrators, and every of them, do at all time and times hereafter, ſave and keep harmleſs and indempnified, as well the ſaid Sir M. G. his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, as alſo the lands, tenements, hereditaments, goods and chattels of the ſaid Sir M. G. of, for, touching or concerning the returns and executions of all ſuch Proceſs, Writs and Warrants of what nature ſoever they be, as are or ſhall be hereafter directed to the Sheriff of the ſaid County of B. and ſhall be brought and delivered, or offered to be delivered to the ſaid B. N. during the term that the ſaid Sir M. G. ſhall be Sheriff of the ſaid County: And of and from all iſſues,

iſſues, fines, and amerciaments, which ſhall happen to be impoſed or taxed upon the ſaid Sir M.G. for or concerning the not executing, wrongful executing, or detaining in his hands any Writs, Proceſs, or Warrants; and of, for and concerning all eſcapes of all and every perſon or perſons that ſhall be arreſted or apprehended by vertue of any ſuch Proceſs, Writ or Warrant, during the time that the ſaid Sir M.G. ſhall continue Sheriff of the ſaid County of B. And alſo if the ſaid B.N. C.R. and G.D. their Heirs, Executors and Adminiſtrators, and every of them, ſhall ſave harmleſs and indempnified the ſaid Sir G.M. and his Heirs and Aſſigns, and his and their lands, goods and chattels, of, for and concerning all ſuch accompt and accompts, as the ſaid Sir G.M. is & ſhall be charged withal, as Sheriff of the ſaid C. of B. to our Soveraign Lord the King, his Heirs, &c. in any of his Majeſties Courts, and of all ſums of money which ſhall be levied or received by the ſaid B.N. as under-Sheriff of the ſaid Sir M.G. or any Bayliff or other perſon, by the direction or aſſent of the ſaid B.N. to the uſe of the Kings Majeſty, his, &c. That then, &c.

A Condition to ſave harmleſs a Surety from a Bond of Arbitrement.

THe Condition, &c. That if the above-bound A.D. his Executors and Adminiſtrators, or any of them, do and ſhall from time to time, and at all times hereafter, well and ſufficiently ſave and keep harmleſs and indempnified the above-named G.M. his Heirs, Executors and Adminiſtrators, and his and their lands, tenements, goods, chattels and hereditaments, of, for, from and concerning one Obligation bearing date the day of the date above-written, wherein the ſaid M.G. at the requeſt of the ſaid A.D. is and ſtandeth bound unto R.M. Gentleman, in the ſum of 100 *l.* with Condition there-under-written, that the ſaid A.D. abide the Award of W.M. and T.B. Eſquires, Arbitrators, and of and from all Actions, Suits, Arreſts, Coſts, Charges and Demands whatſoever, concerning the premiſſes, without fraud or coven: That then, &c.

A Condition, if money be not paid at the day, then to ſurrender certain Copy-hold-lands, &c.

THe Condition, &c. That if the within-bound E. L. do not or ſhall not well and truly pay or cauſe to be paid unto the within-named J. P. his Executors, Adminiſtrators or Aſſigns, the full ſum of, &c. on the, &c. next enſuing the date within-written, at, &c. according to a Proviſo or Condition menti-

mentioned in a Deed of Surrender, bearing date the day of, &c. Then if the ſaid E.L. and A. his Wife do and ſhall at the next Court to be holden for the Mannor of, &c. lawfully and abſolutely ſurrender into the hands of the Lord of the ſaid Mannor, to the only uſe and behoof of the ſaid J. P. his Heirs and Aſſigns for ever, according to the cuſtom of the ſaid Mannor, the ſaid ſeveral parcels of Land, with their and every of their Appurtenances in the ſaid Surrender mentioned. And alſo if the ſaid J. P. his Heirs or Aſſigns, ſhall or may peaceably and quietly have, hold, and enjoy the ſaid parcel of Land, and every of them, with their and every of their appurtenances ſo ſurrendred as aforeſaid, freely and clearly acquitted of and from all & all manner of former and other ſurrenders, bargains, ſales, gifts, grants, troubles & incumbrances whatſoever, and of & from the thirds of the ſaid M. now of the ſaid J.P. That then, &c.

A Letter of Attorney, or an Aſſignment to receive and keep money due upon a Bond, wherein is a forfeiture, or nomine pœnæ *upon diſcharge without conſent.*

TO all Chriſtian people, &c. I W.S. of, &c. ſend greeting in our Lord God everlaſting. Whereas B.S. of, &c. and R.B. of, &c. by one Obligation bearing date, &c. *Anno Dom.* 1647. are and ſtand joyntly and ſeverally bound unto the ſaid W. S. in the ſum of, &c. with condition there-under written, for the true delivery of 46 Quarters of Rye, as by the ſaid Obligation with condition more at large appeareth. Now know ye, that I the ſaid W.S. as well for & in conſideration that the Obligation was made in the name of me the ſaid W. S. onely in truſt, and for the uſe of R.S. of, &c. as for divers other good cauſes & conſiderations me hereunto moving, have given, granted, aſſigned, and ſet over, and by theſe preſents do give, grant, aſſign and ſet over unto the ſaid R. S. his Executors and Aſſigns, as well the ſaid Obligation and ſum of, &c. therein mentioned, as alſo all my right, action and demand to and in the ſame: Giving, and by theſe preſents granting unto the ſaid R. S. by virtue hereof, my full and whole power and authority, for me, and in my name, but to the onely uſe of the ſaid R. S. his Executors and Aſſigns, to demand, ask, levy, recover and receive of the ſaid R. S. and R. B. and of either of them, their Executors or Aſſigns, the ſaid ſum of, &c. mentioned and due by the ſaid Obligation, and to uſe all lawful ways and means for the recovery thereof: and the ſame ſo had and received, to detain and keep to his own Uſe and Behoof, without any account thereof, or therefore to be rendred. And I the

ſaid

ſaid W.S.do covenant & agree,that for any act or acts,thing and things whatſoever,by me,or by any other heretofore by my appointment done or committed,or hereafter to be done or committed,the ſaid Obligation now is, and hereafter ſhall ſtand and continue in full force & effect,and that neither I the ſaid W.S. my executors or aſſigns, ſhall nor will acquit, releaſe, or otherwiſe diſcharge the payment or delivery of 46 quarters of Rye,to the condition of the ſaidObligation mentioned,without the ſpecial licenſe,conſent and agreement of the ſaid R.S.his executors or aſſigns, firſt had and obtained in writing, under his or their hand and ſeal.And to the true performance of all and every the Articles and Agreements hereby expreſſed on the part of me the ſaid W.S.to be done and performed, I bind me, my Heirs, Executors & Adminiſtrators by theſe preſents,in the ſum of,&c. *(nomine pœnæ)* to be forfeited and paid unto the ſaid R. S. his, &c. In witneſs, &c.

A Letter of Atturney to receive Rents.

TO all,&c. I E.D. of,&c.ſend greeting,&c.Know ye that I the ſaid E.D.for divers good cauſes me hereunto moving, and eſpecially for the truſt and confidence which I have and do repoſe in C.K. of, &c. have made, ordained, conſtituted and inveſted, and in my place and ſtead by theſe preſents, have put the ſaid C. K. to be my lawful Attorney, for me and in my name, and to the uſe and behoof of me the ſaid E. D. my executors, adminiſtrators and aſſigns, to ask,demand,levy,recover and receive of G.H.of,&c.the ſum of,&c. for one half years rent of and for the Mannor of B.in the County of,&c.due at the feaſt of,&c.laſt paſt before the date hereof: Giving,and by theſe preſents granting unto my ſaid Attorney,by virtue hereof,full power and abſolute authority,for me,and in my name,& to and for my uſe,benefit and commodity,to ask,levy,recover,receive and demand of the ſaid G.H his,&c. the ſaid rent or ſum,of,&c.due and payable as aforeſaid. And upon the receipt thereof, or any other agreement on that behalf had and made, for me,and to my uſe,to make,ſeal and deliver for me,and in my name,and as my Deed,all and every ſuch acquittance and acquittances, or other diſcharges,as to the ſaid C.K. ſhall be thought meet and convenient to be given; And to do, follow, execute and finiſh for the receipt and recovery thereof,all and every ſuch act and acts, thing and things, device and devices, as to the ſaid C.K. ſhall be thought fit and convenient,ratifying, allowing,confirming and approving all and whatſoever my ſaid Attorney ſhall lawfully do or cauſe to be done in or about the premiſes by theſe preſents. In witneſs, &c.

A Letter of Attorney to demise, survey or sell a Manor.

TO all, &c. Know ye, That we the said G.S. & E.M. for divers good causes & considerations us hereunto especially moving, Have made, ordained, constituted, and in our place and stead, put and authorized R. N. & H. B. or either of them, our true, sufficient and lawful Attorney and Attorneys, for us, and in our names, and for the use of us the said G.S. & E.M. to enter into all those the Mannors of W. T. & J. with their rights, members and appurtenances, in the County of C. and in the advowsons of or belonging to them, or any or either of them, and into every part & parcel thereof: and the same Mannors, or either or any of them, for us, and in our names to view and survey; And by these presents, for us, and in our names, do give full power and authority to the said R. N. & H. B. and to either of them, to be our Steward or Stewards of our said Mannors, and either of them, and to keep such Court and Courts of Survey, and other such Court-leets, and law-days, of and upon the said Mannors, or any of them, as our said Attorneys, or either of them shall appoint, or shall be by them or either of them thought fit: And the same Mannors, & every or any of them, for us, and in our names to bargain, sell, lease or grant to such person and persons, and for such estates, for life or lives, inheritance, or otherwise, & for such sum & sums of money as to our said Attorneys, or either of them, shall be thought meet and convenient to the uttermost and best commodity and profits of us the said G.S. & E.M. and the Deed & Deeds of the same Grant, and Estates so to be made, for us and in our names, to seal, and as our Deed or Deeds, to deliver unto the parties to whom the same shall be so made, or to any other to their use & uses; and counterparts of the same, for us and in our names, to accept and receive: And also all such fines, and other sum and sums of money, as shall grow due for the same, for us and in our names, and to the use of us the said G.S. and E.M. to gather, receive and take, and all such rents, duties, heriots, arrerages of rents, and profits of Courts as are already, or hereafter shall be due or payable, for, out of, or concerning the premisses, or any of them, to receive: Giving, and by these presents granting to our said Attorneys, and either of them, our full power and lawful authority, touching and concerning the premisses, to do, execute, proceed and finish in all things, in as ample manner & form, to all intents and purposes, as we the said G. S. & E.M. or either of us, might or ought to do, if we or either of us were then and there personally present: And ratifying and allowing all and whatsoever our said Attorneys, or either of them, shall

do in or about the premiſſes, or any of them, according to the true intent and meaning of theſe preſents. In witneſs, &c.

A Letter of Attorney to deliver a Leaſe upon the Land.

TO all, &c. I J. M. of, &c. Whereas I the ſaid J. M. have ſubſcribed and ſealed one writing, bearing date with theſe preſents, and hereunto annexed, purporting a Demiſe unto W.W. of, &c. of all that the Mannor of G. with the appurtenances, in the County of Y. and of one Meſſuage, 300 Acres of Land, 100 Acres of Meadow, 200 Acres of Paſture, & 100 Acres of Wood, with the Appurtenances, in C. aforeſaid, now or late in the tenure or occupation of W.C. his Aſſignee or Aſſignees: To have and to hold the ſaid Mannor, and all other the premiſſes, unto the ſaid W.W. his Executors or Aſſigns, for the term of five years, under the yearly Rent of, &c. as by the ſaid Deed indented may appear. Now know ye, That I the ſaid J.M. for divers good cauſes and conſiderations me hereunto eſpecially moving, have made, ordained, conſtituted and authorized, and in my place and ſtead by theſe preſents, have nominated and put W. G. of, &c. my true, ſufficient and lawful Attorney, for me and in my name, into all that the ſaid Mannor of C. and into the ſaid Meſſuage, 300 Acres of Land, 100 Acres of Meadow, 200 Acres of Paſture, and 100 Acres of Wood, with the Appurtenances, and into every or any part or parcel thereof, in the name of the whole to enter, and peaceable and quiet poſſeſſion and ſeizin thereof, for me, and in my name, to take, and for every ſuch poſſeſſion and ſeizin thereof, or any part thereof, had and taken, as aforeſaid, for me, and in my name, as my act and deed, to deliver unto the ſaid W.W. or his certain Attorney, upon ſome part of the aforeſaid premiſſes, the ſaid Writing or Deed indented, ſubſcribed and ſealed as aforeſaid; And all and every other act and thing requiſite and neceſſary to be done in, about or concerning the premiſſes, for me, and in my name, to do or cauſe to be done. In witneſs, &c.

A Letter of Attorney to keep Court.

KNow all men by theſe preſents, That we P. L. & H. S. of, &c. do hereby authorize, conſtitute and appoint G.C. of, &c. Gent. our lawful Deputy and Attorney, for us, and in our names to appoint a Steward and Bayliff of and for our Mannor of B. & H. and by himſelf or his ſufficient Deputy, to and for our uſe, to keep Courts within the ſaid Mannors, or either of them, and to give admittance upon alienation or death, and to take

and receive Attornments of all and every the Tenants thereof, and to and for our uſe, to aſſeſs fines upon ſuch admittances, and for us and in our names, and to our uſe, to receive the ſaid fines, and alſo ſuch Heriots as ſhall be due upon ſuch death or alienation, and likewiſe to receive all rents and arrerages of rents, and alſo all amerciaments, perquiſits and profits that ſhall ariſe or grow due to us, or any of the ſaid Courts. We do alſo further authorize and appoint the ſaid G.C. to gather, take up, and ſeize to our uſe all waifs, eſtrays, deodands, out-laws, and felons goods, which ſhall happen to ariſe, be due, or fall within the ſaid Mannors, or either of them. Given under, &c. the, &c. In the, &c

A Letter of Attorney to take poſſeſſion of Lands newly purchaſed.

BE it known unto all men by theſe preſents, That I J. H. Citizen, &c have made, ordained, conſtituted, authorized and appointed, and by theſe preſents do make, ordain, conſtitute, authorize and appoint, and in my ſtead and place by theſe preſents put T.C. of, &c. my true ſufficient and lawful Attorney, for me and to my uſe, to take and receive quiet and peaceable poſſeſſion and ſeizin of and in all that Meſſuage or Tenement, and all and ſingular the Land and Premiſſes thereunto belonging, with the rights, members and appurtenances, ſituate, lying and being in, &c. lately bargained and ſold by B.P. unto me the ſaid J.H. and the ſame poſſeſſion ſo had and taken, to detain and keep, to the onely uſe and behoof of me the ſaid J. H. my Heirs and Aſſigns, according to the tenour and true meaning of the Indenture whereby the ſaid premiſſes are conveyed unto me; ratifying, allowing and confirming all and whatſoever my ſaid Attorney ſhall lawfully do, or cauſe to be done in or about the premiſſes, by their preſents. In witneſs, &c.

A Letter of Attorney, for a Steward of a Mannor to receive Rents, with authority to impound and diſtrein.

TO all, &c. I G.K. of, &c. ſend greeting in our Lord God everlaſting. Know ye that I the ſaid G.K. for & in conſideration of the ſpecial truſt and confidence which I have and do repoſe in my well-beloved friend C. P. of, &c. Gent. have made, ordained, conſtituted, authorized & appointed the ſaid C. P. my true, ſufficient and lawful Attorney, for me, & in my name, ſtead and place, to the only proper uſe and behoof of me the ſaid G. K. my Executors and Adminiſtrators, to collect, gather,

demand and receive, of all, every or any my Tenants or Farmers, of all, every or any my Lordſhips, Mannors, Lands, Tenements and Hereditaments whatſoever, in the County of G. all and every ſuch ſum and ſums of money, rents, arrerages of rents, amerciaments, heriots, fines, iſſues and profits whatſoever, as ſhall any wiſe grow due, accrue, be iſſuing or payable unto me the ſaid G. K. out of all or any my ſaid Lordſhips, Mannors, Lands, Tenements and Hereditaments: And upon the receipt of all, every or any ſuch ſum or ſums of money, rents and profits, for me and in my name, to make and give acquittances, or any ſufficient diſcharges to any of my ſaid Tenants or Farmers, requiring the ſame. And the ſame ſum and ſums of money, rents, iſſues and profits ſo had and received, to pay and deliver to me the ſaid G. K. my Executors, Adminiſtrators, and Aſſigns, and to be accomptable unto me the ſaid G. K. my Executors and Adminiſtrators, from time to time, for all, every or any the ſaid ſum or ſums of money, ſo as aforeſaid, by the ſaid C. P. had, taken and received, at the Feaſt of Saint *Michael* the Archangel, next enſuing the date hereof, or before the end of *Candlemas*-Term then next enſuing; and at the Feaſt of the *Annuntiation* of the bleſſed Lady St. *Mary* the Virgin then next following; or before the end and expiration of *Trinity*-Term then next enſuing, and ſo from time to time, at the Feaſts and days before prefixed, to give and make a true account or accounts to me, during the continuance of the power to him given and granted, as aforeſaid. And further, I do by theſe preſents give full power and authority to my ſaid Attorney, at any time hereafter to elect and chuſe ſome one ſufficient and able perſon to be Steward of my Courts of my ſaid Mannors, &c. and alſo to place and diſplace at his will and pleaſure, upon juſt occaſion, any Bayliff, or other Officer or Officers whatſoever, as occaſion ſhall require; and alſo giving, and by theſe preſents granting unto my ſaid Attorney, full power and lawful authority, for me, and in my name, ſtead and place, and to my uſe, as aforeſaid, for non-payment of all, every, or any my ſaid rents, arrerages of rents, iſſues, amerciaments, and profits, to diſtrein, impound, arreſt, ſue, implead and impriſon all, every or any my ſaid Tenants or Farmers, which ſhall refuſe to pay my ſaid Attorney all or any ſuch ſum and ſums of money, rents, iſſues and profits by them or any of them reſpectively due and payable unto me, as aforeſaid, and the ſame perſons again to diſcharge, acquit and releaſe of and from the ſame, at his will and pleaſure. And further to do, or cauſe or procure to be done in and about the premiſſes, all and whatſoever to the ſaid C. P. ſhall ſeem requiſite and needful to be done, as effectually

ctually, as if I my ſelf were then and there perſonally preſent. And which,&c. ſo to be done, I do hereby covenant and grant, for me,my Heirs,&c. to juſtifie,aver and maintain, as fully and perfectly, to all intents, conſtructions and purpoſes, as though the ſame were actully done by my ſelf. In witneſs,&c.

A Warrant of Attorney to confeſs a Judgment.

WHereas K. B. Widow, of, &c. Executrix of the laſt Will and Teſtament of J. B. Eſquire, hath ſued out of the High-Court of *Chancery*, an Original Writ of Debt for Two hundred pounds,againſt me T.H. and J.W. of,&c. Eſq; and Sir R.B.of,&c.Knight, my Sureties, returnable this *Trinity*-Term in the Court of Common-Pleas at *Weſtminſter*: Theſe are therefore to require you to appear for me and my Sureties, and to make Declaration for us the ſaid T. H. J.W.and Sir R. B. at the ſuit of the ſaid K. B. and thereupon to confeſs a Judgment, either by *non ſum informat. nihil dicit*, or otherwiſe, as you ſhall think fitting: and this ſhall be your ſufficient Warrant in that behalf. In witneſs, &c.

A Warrant to acknowledge ſatisfaction.

Mr. T. W.

WHereas in *Trinity*-Term, in the Twentieth year of the Reign of our Soveraign Lord King *Charles*, over *England*, &c. there was a Judgment had and obtained in his Majeſties Court of Common-Pleas at *Weſtminſter*,againſt A.P.of,&c. for,&c.Debt,and,&c.Damages and Coſts,at the ſuit of,&c. Theſe are to require you to acknowledge ſatisfaction upon the ſaid Judgment: & this ſhall be your ſufficient Warrant,&c.In witneſs &c.

Another Warrant to acknowledge ſatisfaction.

Mr. T. F.

WHereas I heretofore retained you my Attorney, in his Majeſties Court of Kings-Bench at *Weſtminſter*, to ſue, charge and implead R.E.upon ſeveral actions,and a *Habeas Corpus*, depending againſt him; and whereas you thereupon further proceeded by my direction, to the recovery & entry of four ſeveral Judgments,the one of 50 *l.* debt,and 7*l.* 10*s.*& 8 *d.* damages; another, &c. another, &c. and the other, &c. for that I have received full ſatisfaction from the ſaid R. E. for and concerning all thoſe actions and ſeveral executions by you in my behalf obtained and entred againſt him, by force whereof

whereof he remains Prisoner in the custody of the Marshal of his Majesties said Court: These are therefore to will and require you to discharge those several actions by search or otherwise, out of the Entry-Book of the Marshal of that Court, or other Declarations remaining on file there: And further, I do hereby direct and authorize you to acknowledge satisfaction upon Record, upon the several Judgments above specified, and all other Judgments chargeable against him for my satisfaction, and so to release his person out of the Marshals custody, from all causes touching me. And for the doing thereof, this shall be your sufficient warrant and discharge. In witness, &c.

An Assignment of an Annuity.

TO all, &c. T.D. of, &c. sendeth greeting: Whereas T.C. of, &c. late of, &c. Uncle to the said T.D. party to these presents, in and by one Indenture bearing date, &c. and in the, &c. made between the said T. Uncle of the one party, and B.E. and B.C. Gent. of the other party, purporting certain causes, as in the said Indenture is limited & expressed, did give & grant unto the said T.D. party to these presents, an annuity or yearly payment of, &c. *per annum*, for & during the natural life of the said T.D. party to these presents, to be issuing & going out of the Messuages, Lands, Tenements, &c. of the said T.D. the Uncle, situate, lying & being in, &c. to begin to be paid yearly to the said T.D. party to these presents, from and after the decease of A.D. late wife of the said T.D. the Uncle, as by the same Indenture amongst divers other things therein contained, more at large appeareth. And whereas the said A.D. is since deceased, Now know ye that the said T.D. party to these presents, for & in consideration of the sum of, &c. to him in hand at and before the ensealing and delivery of these presents, by W.P. of, &c. well & truly paid, whereof & wherewith he doth acknowledge himself fully satisfied, contented and paid by these presents, and for divers other, &c. hath given, granted, bargained, sold, assigned & set over, & by these presents doth fully, absolutely give, grant, bargain, sell, assign and set over unto the said W.P. his executors, administrators or assigns, as well the said annuity or yearly payment of, &c. as also all the estate, right, title, interest, property, claim & demand whatsoever which he the said T.D. party to these presents, now hath, or may, can, might, should or ought to have or claim, of, in or to the said annuity or yearly payment of, &c. To have, hold, perceive, receive, take and enjoy, the said annuity or yearly payment of, &c. unto the said W.P. his Executors, Administrators and Assigns, from the day of the date of these presents, for and during the natural life of the said

T.D.

T.D. party to these presents, in such-like, and in as large and ample manner and form, to all intents and purposes, as the said T.D. party to these presents, now hath, may, might, should, could or ought to have and enjoy the same, by force and virtue of the said Indenture of uses, or any thing therein contained, or otherwise. And the said T.D. party to these presents, for him, his executors, administrators and assigns, doth covenant, promise and grant to and with the said W.P. his executors, administrators and assigns, by these presents, in manner and form following; That is to say, That he the said T.D. party to these presents, now hath full power and lawful authority to give, grant, bargain and sell the said annuity, or yearly rent of, &c. in manner and form aforesaid: And that neither he the said T.D. party to these presents, nor any other person or persons by his appointment, or with his consent, hath heretofore made any former bargain, sale, gift, grant, assignment, surrender, extinguishment, charge or incumbrance of the said annuity, or yearly payment of, &c. or any part thereof; Nor that he the said T.D. party to these presents, nor any other, by, from or under him, or with his consent, hereafter at any time shall do or commit, or suffer to be done or committed, any act, deed, or thing whatsoever, whereby the said W.P. his executors, administrators or assigns, shall or may be letted or hindred, of or in the having, receiving and enjoying of the said annuity, or of any part thereof: And that the said W.P. his executors, administrators and assigns, shall or may, from time to time, and at all times from henceforth, for and during the natural life of the said T.D. party to these presents, lawfully, peaceably and quietly have, hold, receive, perceive, take and enjoy the said annuity or yearly payment of, &c. and every part and parcel thereof: to the only use and behoof of the said W.P. his Executors, &c. without the let, suit, trouble, interruption or disturbance of him the said T.D. party to these presents, or any other person or persons, by his act, means, title or procurement. And further, that the said T.D. party to these presents, shall and will from time to time, and at all times hereafter, at the reasonable request, costs and charges in the Law of the said W.P. his executors, &c. do, cause, procure, or suffer to be done, all such further act and acts, thing and things, device and devices in the Law whatsoever, for the further assuring of the premisses to the said W.P. his executors, &c. for and during the natural life of the said T.D. party to these presents, as by the said W.P. his executors, &c. or by his or their Counsel learned in the Law, shall be reasonably devised or advised and required. In witness, &c.

An Indenture for ſuing forth a Writ of Entry of a Mannor, to the intent a Recovery may be had.

THis Indenture tripartite, made the, &c. between H.E. of, &c. of the firſt part, W.G. of, &c. of the ſecond part, and A.B. and C.D. of, &c. of the third part, witneſſeth, That it is covenanted, granted, concluded, condeſcended unto, & fully agreed upon, by and between the ſaid parties to theſe preſents: And the ſaid H. F. doth for himſelf, his heirs, &c. covenant, &c. that he the ſaid E. or his, &c. before the feaſt of, &c. at the proper coſts and charges in the Law of the ſaid W.G. his heirs or aſſigns, ſhall permit and ſuffer the ſaid A.B. and C.D. to bring & ſue forth out of his Majeſties High Court of *Chancery*, one Writ of Entry *ſur diſſeiſin en le poſt*, againſt the ſaid W.G. returnable before the Juſtices of the Common-pleas at *Weſtminſter*, at a certain day before the ſaid feaſt of, &c. by which Writ the ſaid A.B & C.D. ſhall demand againſt the ſaid W.G. all that the Manner of, &c. by the name of, &c. or by any other name or names whatſoever, whereunto the ſaid W. G. ſhall appear before the ſaid Juſtices, at the ſaid day of return, to be contained in the ſaid Writ, in his own proper perſon, or by his Attorney ſufficiently authorized by the Law for the ſame; upon which appearance the ſaid A.B. and C.D. ſhall declare againſt the ſaid W. G. according to the nature of the ſaid Writ, and that he the ſaid H.E. ſhall permit and ſuffer the ſaid W.G. to make defence, and vouch over to warranty the ſaid H.E. and the ſame E. by himſelf, or his Attorney ſufficiently authorized by Law for the ſame, ſhall vouch over to warranty the common vouchee, and thereupon imparle, and after the ſame imparlance in the ſame Term, ſhall make default, and depart in contempt of the Court, to the intent a perfect Recovery and Judgment in the ſaid Court, may be had againſt the ſaid H.E. of the ſaid Mannor and Lands, and all other the premiſſes, according to the courſe of common Recoveries in ſuch caſes uſed: And futher, that the ſaid Recovery and Execution thereupon ſo as aforeſaid to be had and purſued by the ſaid A.B. and C.D. ſhall be to the only uſe and behoof of the ſaid W.G. and of his heirs & aſſigns, and to no other uſe, intent or purpoſe whatſoever (A Covenant for Incumbrances.) In witneſs, &c.

A Revocation of a Protection during the Parliament-time.

WHereas I the Right Honourable J. Earl of R. granted a Protection under my hand and ſeal, unto C. R. Eſquire, bearing date on or about the, &c. laſt paſt, to endure for

for the time of this preſent Parliament: Now theſe preſents witneſs, that for divers good cauſes and conſiderations me moving, I do hereby revoke, diſannul, and make void the ſaid Protection to all intents and purpoſes whatſoever, ſo as the ſaid C.R. ſhall not from henceforth have any benefit, priviledge or advantage thereby, but be therefore and therefrom utterly debarred and excluded for ever by theſe preſents. In witneſs, &c.

A Bargain and Sale of Trees.

THis Indenture made,&c. between A.B. of, &c. and T.H. of, &c. of the one part, and G. F. of, &c. of the other part, witneſſeth, That the ſaid A.B. and T.H. for and in conſideration of,&c. to him in hand paid, before the ſealing and delivery of theſe preſents, the receipt thereof, &c. have bargained and ſold unto the ſaid T.F. one hundred Trees of Oak, to be taken and choſen by the ſaid T.F. his Executors or Aſſigns, within, amongſt and out of the Woods and Trees ſtanding and growing within the Park of S. in the County of, &c. or in or upon the banks or bounds of the ſaid Park (all ſuch Trees as now are already felled and marked, always excepted out of this preſent bargain and ſale:) And the ſaid A.B. and T.H. do,&c. to and with,&c. That it ſhall and may be lawful to and for the ſaid T.F. his Executors and Aſſigns, at ſeaſonable times in the year, at his and their free liberty, wills and pleaſures, before the Feaſt of, &c. to fell, cut down, take and carry away the ſaid Trees, before by theſe preſents bargained and ſold, and every of them; ſo that the ſaid G. P. his Executors and Aſſigns, at his and their, or any of their proper Coſts and Charges, do from time to time, make up and repair all ſuch Breaches and Hurts as he or they ſhall commit or do, or cauſe to be committed or done in any of the hedges, pales or ditches of or belonging to the ſaid Park, or any the grounds thereunto belonging or adjoyning, for or by reaſon of the felling, cuting down, carting or carrying away of the ſaid Trees, or any of them, & ſo that all the ſaid Trees, and every of them, before-bargained and ſold, be carried and rid off, from and out of the ſaid Parks, and bounds thereof, before the ſaid Feaſt of,&c. And the ſaid A. B. and T. H. all the ſaid Trees before-bargained and ſold to the ſaid T.F. in manner and form as aforeſaid, againſt all men, at all times, ſhall warrant, and for ever defend. And it is further agreed and declared between the ſaid parties, That all ſuch and ſo many of the ſaid Trees before-mentioned, bargained and ſold, as ſhall remain, and not be carried away out of the

ſaid

ſaid Park, and bounds thereof, before the ſaid term of, &c. ſhall from thenceforth remain and be to the only uſe of the ſaid A. B. and T. H. their Executors and Aſſigns, any thing before-mentioned to the contrary in any wiſe notwithſtanding. In witneſs, &c.

An Indenture of Leaſe of a Houſe and Lands in the Country.

THis Indenture made, &c between A. B. of, &c. of the one party, and C. D. of, &c. of the other party, witneſſeth, That the ſaid A. B. for and in conſideration of the Rents and Covenants hereafter in and by theſe preſents reſerved and contained, which on the part and behalf of the ſaid C. D. are and ought to be paid, done, performed, fulfilled and kept: Hath demiſed, granted, betaken, and to farm letten, and by theſe preſents doth demiſe, grant, betake, and to farm let unto the ſaid C. D. all that Meſſuage or Tenement, &c. And alſo that Cloſe of Meadow-ground called, &c. and all that, &c. which ſaid premiſſes now are in the tenure or occupation of the ſaid C. D. or his Aſſigns, ſituate, lying and being in the ſaid Pariſh of, &c. Except and always reſerved out of this preſent Demiſe and Grant, all Trees, Woods, and Underwoods, now ſtanding, growing or being, or which hereafter ſhall ſtand, grow or be in or upon the ſame premiſſes, and free liberty of ingreſs, egreſs, regreſs, way and paſſage to and for the ſaid A. B. his Heirs and Aſſigns, and his and their workmen and ſervants, at any ſeaſonable time or times in the year, to come in and upon the demiſed premiſſes, and every or any part thereof, to fell, cut down, lop and top the ſame Trees, and every or any of them: And the ſame Trees, lops and tops, with Carts and Carriages, to take, load, bear and drive away, at his and their wills and pleaſures. To have and to hold the ſaid Meſſuage or Tenement, Cloſe of Meadow, and, &c. and all and ſingular other the before-mentioned premiſſes to be demiſed, with the appurtenances (except before excepted) unto the ſaid C. D. his, &c. from the Feaſt of St. *Michael* the Archangel laſt paſt before the date of theſe preſents, for and during, and unto the full end and term of Twenty and one years from thence next enſuing, fully to be compleat and ended: Yielding and paying therefore yearly, and every year, during the ſaid Term of One and Twenty Years, to the ſaid A. B. his, &c. at or in, &c. the yearly rent or ſum of, &c. at two of the moſt uſual Feaſts or Terms of payment in the year: that is to ſay, the Feaſt of, &c. by even and by equal portions. And the ſaid C. D. for himſelf, his, &c. that the ſaid C. D.

his

his, &c. or ſome of them, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid A. B. his, &c. at or in, &c. the ſaid yearly rent of, &c. during the ſaid term of, &c. on the Feaſt aforeſaid, or within fifteen days next enſuing either of the ſaid Feaſts, by even and equal portions, in manner and form aforeſaid; And that he the ſaid C.D his, &c. or ſome of them, at his and their own proper coſts and charges, ſhall and will from time to time, and at all times hereafter, when and as often as need ſhall require, during the continuance of this preſent Demiſe, well and ſufficiently repair, ſupport, maintain, uphold, hedge, ditch, ſcowre, fence, amend & keep the ſaid Capital Meſſuage or Tenement, and all and ſingular the before-mentioned to be demiſed premiſſes, and every part and parcel thereof, in, by and with all and all manner of needful and neceſſary reparations, paling, hedging, ditching, fencing, and amending whatſoever (principal Timber onely excepted) and the ſaid Meſſuage or Tenement, and all and ſingular other the before-mentioned to be demiſed Premiſſes, with the appurtenances, being ſo well and ſufficiently repaired, ſupported, maintained, upholden, ditched, hedged, fenced, amended and kept, together with ſuch houſhold-ſtuff, and appurtenances of houſhold, as are mentioned in a Schedule hereunto annexed, in as good caſe and plight as the ſame now are (reaſonable wearing onely excepted) in the end of the ſaid term of one and twenty years, or other ſooner determination of this preſent Leaſe, ſhall and will peaceably and quietly leave, ſurrender, and yield up the ſame unto the ſaid A.B &c. And alſo that it ſhall and may be lawful to and for the ſaid A. B. his, &c. with Workmen and others in his or their company, or without, twice in every year yearly, during the ſaid term or ofner, to come into and upon the before-demiſed Premiſſes, and every or any part thereof, there to view, ſearch and ſee the eſtate and condition of the reparations of the ſame. And upon every ſuch view or ſearch, to give leave or notice in writing at the ſaid demiſed Meſſuage, to or for the ſaid C.D. his, &c. of all defaults & lacks of reparations, then & there found, to repair & amend the ſame, within ſix months after ſuch view made, & notice given as aforeſaid; within which time and ſpace of ſix months he the ſaid C.D. &c. doth covenant, promiſe and grant, to & with the ſaid A.B. his, &c. by theſe preſents, well and ſufficiently to repair and amend the ſame. And further, the ſaid C.D. for himſelf, his, &c. that he the ſaid C.D. his, &c. ſhall and will from time to time, and at all times during the continuance of this preſent Demiſe, bear, pay, diſcharge and diſburſe all ſuch Tythes, Church-duties, Taxes, Subſidies, and other payments what-

whatſoever, wherewith the ſame premiſſes, and every or any part thereof, ſhall or may be charged, or liable to pay, during the ſaid term (except the quit-rent due for the ſaid Meſſuage to the Lord of the Mannor of *Harrow*) and thereof ſhall and will acquit and diſcharge the ſaid A.B. his, &c. and alſo the ſaid demiſed Meſſuage and Premiſſes, and every part and parcel thereof. And alſo that he the ſaid C. D. his, &c. ſhall and will well and truly pay, or cauſe to be paid unto the ſaid A.B. his, &c. the full ſum of 10 *l.* of, &c. over and above the ſaid yearly rent of, &c. for every Acre or Acres of Land that ſhall be at any time or times hereafter, during the continuance of this preſent Demiſe, ploughed, digged, broken up or carried in the ſaid Cloſes, called, &c. or any of them, or in any other of the ſaid Cloſes not heretofore digged, ploughed or broken up: and ſo proportionably, according to the rate of Ten pounds every Acre of Land; and according to the rate for every Acre or part or parcel of an Acre of Land for every time, every or any Acre or Acres, part or parcel of Acre or Acres ſhall be ſo ploughed, digged, or broken up and carried in any of the ſaid Cloſes, the ſame to be paid unto the ſaid C.D. his, &c. at ſuch days & times as the yearly rent hereby is reſerved and appointed to be paid, according to the true intent and meaning of theſe preſents. And further, that neither the ſaid C.D. his Executors, Adminiſtrators or Aſſigns, ſhall or will at any time or times during the continuance of this preſent demiſe, fell, cut down, lop or top any of the Timber-trees, or any other Trees, now ſtanding, growing, or being, or which hereafter ſhall ſtand, grow, or be in or upon the ſaid demiſed premiſſes, or any part thereof, without the good-will and licenſe of the ſaid A.B. his, &c. in that behalf firſt had and obtained in writing, under his or their hands and ſeals; nor ſhall demiſe, grant, let, ſell, aſſign and ſet over the ſaid demiſed Meſſuages, and other the premiſſes, or any part thereof, or his or their eſtate or term of years, or any part thereof, of, in or to the ſame premiſſes, during the term by theſe preſents granted, to any perſon or perſons whatſoever, except it be by and with the conſent and agreement of the ſaid A. B. his, &c. in that behalf firſt had and obtained in writing, under his or their hands and ſeals. Provided always, and it is covenanted, granted, concluded and fully agreed upon, by and between the ſaid parties to theſe preſents, That if the ſaid A.B. his, &c. or any of them, ſhall at any time or times hereafter, during the ſaid term of 21 years, be minded and deſirous to have again, reſume and take the ſaid Meſſuage or Tenement, and all and ſingular other the before demiſed premiſſes, with the appurtenances, into his or their hands and poſſeſſion, before the expiration of this preſent

ſent Leaſe, and of ſuch his or their deſire to give notice in writing unto the ſaid C.D. his, &c. at any of the days or times of payment, wherein or whereat the ſaid yearly Rent hereby reſerved is appointed to be paid: That then the ſaid yearly rent ſhall determine at the end of one whole year next after ſuch notice given, to have again the ſaid Meſſuage, and all other the before demiſed premiſſes: And that then alſo at the next Feaſt, or time of payment, which ſhall be one whole year next enſuing ſuch notice or warning given as aforeſaid, and from thenceforth, this preſent Indenture of Leaſe, and every Covenant, Article and Agreement herein contained, ſhall ceaſe, determine, & be utterly void, and of none effect, as if theſe preſents had never been had or made; And that then, and from thenceforth, and at any time or times then afterwards, it ſhall and may be lawful to and for the ſaid A.B. his, &c. into all and ſingular the before demiſed premiſſes, and every part thereof, wholly to reenter, and the ſame to have again, re-poſſeſs and enjoy, as in his or their firſt and former eſtate, any thing in theſe preſents contained to the contrary thereof, in any wiſe notwithſtanding. And the ſaid A. B. doth for himſelf, his, &c. covenant, promiſe and grant to and with the ſaid C.D. his, &c. and every of them, by theſe preſents, That if the ſaid C.D. his, &c. or any of them, ſhall at any time or times hereafter, during the time and term by theſe preſents granted, deſire to depart from the ſaid Meſſuage or Tenement, & Premiſſes hereby demiſed, and to ſurrender and yield up the ſame Premiſſes unto the ſaid A.B. his, &c. and of ſuch his or their deſire to give warning in writing under his or their hands to the ſaid A.B. his, &c. at the houſe of the ſaid A.B. at any of the Feaſts or Days of payment aforeſaid, one whole year before he or they ſhall depart from the premiſſes: And do and ſhall accordingly ſurrender and yield up the ſaid Premiſſes unto the ſaid A.B. his, &c. well & ſufficiently repaired, hedged, ditched, amended, paled and fenced, as the ſame ought to be, together with the ſaid implements of houſhold, according to the true meaning of theſe preſents, That then upon ſuch warning given and ſurrendred, or other aſſurance made of the premiſſes, as aforeſaid, he the ſaid A.B. his, &c. ſhall and will accept the ſame, and take into their hands and poſſeſſion the ſaid Capital Meſſuage or Tenement, and all other the premiſſes, with their Appurtenances, according to the true intent and meaning of theſe preſents. Provided alſo, if it ſhall happen the ſaid yearly rent, or ſum of, &c. or any part thereof, to be behind and unpaid, in part or in all, by the ſpace of ten days next over or after any of the Feaſts or Days of pyament aforeſaid, wherein the ſame ought to be paid, as aforeſaid, being lawfully demanded; or if

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the ſaid C.D.his,&c. do not well and truly obſerve,perform,fulfil, pay and keep all and every the Covenants, Articles, Payments and Agreementsin theſe preſents contained,which on his and their parts are and ought to be obſerved, performed,paid, done, fulfilled and kept, that then in any of the ſaid caſes,and from thenceforth at anytime ater,it ſhall and may be lawful to and for the ſaid A. B. his,&c. into the ſaid capital Meſſuage or Tenement, and all and ſingular other the premiſſes, with the appurtenances,and every part thereof, wholly to re-enter, and the ſame to have again, retain,re-poſſeſs, and re-enjoy,as in his and their firſt and former eſtate,and the ſaid C.D.his,&c.thereout, and from thence utterly to expel, put and amove;this Indenture,or any thing herein contained to the contrary thereof, in any wiſe notwithſtanding And laſtly,the ſaid A.B.for himſelf, his, &c. that he the ſaid C.D. his, &c. and every of them, paying the ſaid yearly rent of, &c. and paying, doing and performing the covenants, payments, proviſoes and agreements in theſe preſents mentioned, which on his or their parts are or ought to be paid,done,performed & kept,according to the true intent & meaning of theſe preſents,ſhall or may lawfully,peaceably and quietly have,hold,uſe,occupy,poſſeſs & enjoy the ſaid Meſſuage or Tenement, and all other the premiſſes before by theſe preients demiſed(except before excepted)for and during all the ſaid term of 21 years before granted,without any lawful let,ſuit,trouble, denial, eviction, interruption or diſturbance of the ſaid A.B.his Heirs,&c. or any of them,or any other perſon or perſons whatſoever,lawfully claiming by,from,or under him, them, or any of them. In witneſs, &c.

An abſolute Bargain and Sale of a Houſe and Land.

THis Indenture made, &c. between A.B. of, &c. of the one part,and C.D.of,&c.of the other part,Witneſſeth,That the ſaid A.B. for and in conſideration of the ſum of,&c. to him in hand, at and before the ſealing and delivery of theſe preſents, by the ſaid C.D. well and truly paid,the receipt whereof he the ſaid A.B. doth hereby acknowledge himſelf therewith fully ſatisfied and paid,and thereof,and of every part & parcel thereof, doth clearly acquit, exonerate and diſcharge the ſaid C. D. his heirs, executors and adminiſtrators for ever by theſe preſents, Hath given,granted,aliened,bargained,ſold,enfeoffed & confirmed,and by theſe preſents doth fully,clearly & abſolutely give, grant,bargain,ſell,alien,enfeoff & confirm unto the ſaid C.D.his &c.for ever all that the,&c.with all and ſingular its rights,members,juriſdictions & appurtenances,together with all houſes,edifices,

fices, buildings, barns, ſtables, orchards, gardens, yards, back-ſides, caſements, lands, tenements, meadows, feedings, paſtures, woods, under-woods, ways, caſements, profits, commodities, common of paſture, hereditaments & appurtenances whatſoever, to the ſaid meſſuage or tenement and premiſſes, or to any part or parcel of them belonging, or in any wiſe appertaining: all which ſaid meſſuage, lands, tenements, feedings, paſtures, cloſes and hereditaments, with their and every of their rights, members and appurtenances whatſoever, before, in and by theſe preſents mentioned or intended to be granted, are ſituate, lying and being within the Township of H. aforeſaid, in the County of, &c. and now or late in the tenure or occupation of the ſaid A. B. or of his aſſignee or aſſignees; and the reverſion and reverſions, remainder and remainders, of all and ſingular the before-mentioned premiſſes, and all rent and rents reſerved upon any grant and grants, demiſe and demiſes made of the premiſſes, or of any part or parcel of them; and alſo all the eſtate, right, title, intereſt, poſſeſſion, property, claim and demand whatſoever of him the ſaid A. B. in or to the ſame; all deeds, writings, evidences, charters, tranſcripts of fines, court-rolls, eſcripts and monuments whatſoever, touching or concerning the premiſſes, or any part or parcel of them. To have and to hold the ſaid Meſſuage or Tenement, and all and ſingular other the premiſſes hereby granted, bargained and ſold, or mentioned to be herein, or hereby granted, bargained and ſold, with their and every of their rights, members and appurtenances whatſoever, unto the ſaid C. D. his Heirs and Aſſigns, to the only proper uſe and behoof of the ſaid C. D. his Heirs and Aſſigns for ever. And the ſaid A. B. for himſelf, and his Heirs, &c. the ſaid Meſſuage or Tenement, and all and ſingular other the premiſſes before granted, bargained and ſold, with the Appurtenances, unto the ſaid C. D. and his Heirs, to the only proper uſe and behoof of the ſaid C. D. his Heirs and Aſſigns for ever, againſt him the ſaid A. B. his Heirs and Aſſigns, and all and every other perſon and perſons whatſoever, lawfully claiming by, from or under him, them or any of them, ſhall and will warrant, and for ever defend by theſe preſents. And the ſaid A. B. for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe, grant and agree, to and with the ſaid C. D. his Heirs and Aſſigns, and every of them, by theſe preſents, in manner and form following: that is to ſay; That he the ſaid A. B. at the time of the enſealing and delivery of theſe preſents, is, and until a good, pure, perfect, and abſolute eſtate of Inheritance of all and ſingular the before-granted premiſſes, and every part thereof, ſhall be fully veſted,

ſetled,

ſerled and executed, in and upon the ſaid C.D. and his Heirs, according to the true meaning of theſe preſents, ſhall remain, continue, and be ſeized of, and in the ſaid Meſſuage or Tenement, and all and ſingular other the premiſſes in and by theſe preſents granted, bargained and ſold, with all and every their rights, members and appurtenances, of a good, pure, perfect, and abſolute eſtate of inheritance in Fee-ſimple, without any condition, reverſion, remainder or limitation of any uſe or uſes, eſtate or eſtates, in or to any perſon or perſons whatſoever, to alter, change, defeat, determine or make void the ſame. And that the ſaid A.B. at the time of the enſealing and delivery of theſe preſents, hath full power, good right, and lawful authority, to grant, bargain, ſell and convey, and all and ſingular the before hereby granted, or mentioned to be granted premiſſes, with their and every of their Appurtenances, unto the ſaid C.D. his Heirs and Aſſigns, in manner and form aforeſaid. And that he the ſaid C.D. his Heirs and Aſſigns, and every of them, ſhall or may by force and virtue of theſe preſents, from time to time, and at all times for ever hereafter, lawfully, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Meſſuage or Tenement, and all and ſingular the before-granted premiſſes, with their and every of their rights, members and appurtenances; and have, receive and take the rents, iſſues and profits thereof, to his and their own proper uſe & behoof for ever, without any lawful let, ſet, ſuit, trouble, denial, interruption, eviction or diſturbance of the ſaid A B. his Heirs or Aſſigns, or of any other perſon or perſons whatſoever, lawfully claiming, by, from or under him, them, or any of them, or by his or their means, act, conſent, title, intereſt, privity or procurement. And that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe from time to time well and ſufficiently ſaved and kept harmleſs by the ſaid A. B. his Heirs, Executors or Adminiſtrators, of and from all and all manner of former and other gifts, grants, bargains, ſales, leaſes, mortgages, joyntures, dowers, title of dower, ſtatute-merchant, and of the ſtaple, recognizances, extents, judgments, executions, uſes, entails, rents and arrearages of rents, forfeitures, fines, iſſues and amerciaments, and of and from all and ſingular other titles, troubles, charges, demands and incumbrances whatſoever, had, made, committed, ſuffered, omitted or done by the ſaid A.B. his Heirs, or Aſſigns, or by any other perſon or perſons whatſoever, lawfully claiming by, from or under him, them, or any of them, or by, from or under his or their means, act, conſent, title, intereſt, privity or procurement (the rents and ſervices which from henceforth from time to time, for or in reſpect of the premiſſes,

miſes, ſhall grow due and payable to the chief Lord or Lords of the Fee or Fees of the premiſſes, only excepted & foreprized. And further, the ſaid A. B. for himſelf, his Heirs, Executors and Adminiſtrators, doth, &c. that he the ſaid A. B. his Heirs and Aſſigns, and all and every other perſon and perſons, and their Heirs lawfully having or claiming, or rightfully pretending to have, or which hereafter ſhall or may lawfully have or claim, or rightfully pretend to have any eſtate, right, title, intereſt or demand, into or out of the premiſſes, or any part or parcel of them, by, from or under the ſaid A. B. his Heirs or Aſſigns, ſhall and will from time to time, and at all times, for and during the ſpace of ſeven years next enſuing the date of theſe preſents, at and upon the reaſonable requeſt, and at the coſts and charges in the Law of the ſaid C. D. his Heirs or Aſſigns, make, do, perform, acknowledge, levy, execute and ſuffer, or cauſe to be made, done, performed, knowledged, levyed, executed and ſuffered all and every ſuch further lawful and reaſonable act and acts, thing and things, device and devices, aſſurance and aſſurances, and conveyances in the Law whatſoever, for the further, better and more perfect aſſurance, ſurety, ſure-making and conveying of all and ſingular the before hereby granted, or mentioned to be granted premiſſes, with their, and every of their rights, members and appurtenances, unto the ſaid C. D. his, &c. be it by fine or fines, feoffment or feoffments, deed or deeds, enrolled or not enrolled, the enrolment of theſe preſents, recovery or recoveries, with ſingle or double Voucher or Vouchers, releaſe or confirmation, or by all and every, or any the ways or means aforeſaid, or by any other ways or means whatſoever, as by the ſaid C. D. his, &c. or by his or their Counſel learned in the Laws, ſhall be reaſonably deviſed, adviſed or required, ſo as the ſaid A. B. his, &c. or ſuch other perſon or perſons who ſhall be required to make ſuch further aſſurance, be not compelled or compellable to travel further than the Cities of *London* and *Weſtminſter*, or either of them, in or about the making thereof. And laſtly, it is covenanted, granted, concluded, condeſcended unto, and fully agreed upon, by and between the ſaid parties to theſe preſents, for them, their Heirs or Aſſigns by theſe preſents, That all fines, feoffments, recoveries and aſſurances in the Law whatſoever, had, made, levied, knowledged, ſuffered, or done, or hereafter to be had, made, knowledged, ſuffered, levied or done, by or between the ſaid parties to theſe preſents, or any of them, of, for, touching or concerning the ſaid Meſſuage or Tenement, and all and ſingular other the before hereby granted premiſſes, with their rights, members and appurtenances, and every or any part thereof, ſhall be and enure, and ſhall be con-

conſtrued, eſteemed, adjudged and taken to be and enure to the only proper uſe and beboof of the ſaid C. D. his, &c. for ever, and to none other uſe, intent or purpoſe whatſoever. In witneſs, &c.

A Conveyance of a Mannor and Lands, in conſideration of a Marriage, &c.

THis Indenture made, &c. between J. M. of, &c. of the one part, and E. F. of, &c. and G.M. of, &c. of the other part, Witneſſeth, That for the preferment and advancement of P.M. natural Son of him the ſaid J, M. and of the Heirs Males of the ſaid P.M. and for and in conſideration of that great fatherly love and natural affection which he the ſaid J. M. beareth to the ſaid P. M. his Son, and to the intent and purpoſe that the Mannor, Lands and Tenements hereafter mentioned, ſhall and may be & continue in the ſtock, blood and kindred of the ſaid J.M. and for and in conſideration of a Marriage by Gods permiſſion ſhortly to be had & ſolemnized between the ſaid P.M. and one F. daughter of E. T. of, &c. & for divers other good cauſes & conſiderations him the ſaid J. M. eſpecially moving, it is covenanted, granted and agreed by and between the ſaid parties to theſe preſents; And the ſaid J.M. on his part, for himſelf, his Heirs, Executors, and Adminiſtrators, doth by theſe preſents covenant and grant, to and with the ſaid E.F. & G.M. and either of them, and the Executors and Adminiſtrators of them and either of them, that for the conſiderations aforeſaid, he the ſaid J. M. and his Heirs, and all and every other perſon or perſons now ſtanding or being ſeized, or that hereafter ſhall ſtand and be ſeized of and in all that the Mannor of S. in the County of B. with all and ſingular the rights, members and appurtenances thereof, and of and in all and ſingular meſſuages, tenements, houſes buildings, orchards, lands, meadows, leaſows, paſtures, feedings, commons, mills, woods, underwoods, advowſons, reverſions, rents, ſervices, waſtes, eſtraies, royalties, liberties, priviledges, juriſdictions, hereditaments, and all other the rights, members and appurtenances whatſoever, to the ſaid Mannor and Lands incident, belonging, or in any wiſe appertaining; or accepted, reputed, taken or known, or occupied, demiſed or letten, as part, parcel or member thereof, ſhall from thenceforth ſtand and be ſeized of and in the ſame Mannor, Lands, Tenements, Hereditaments, and all other the Premiſes, and of and in every part and parcel thereof, with the appurtenances, to the uſes, intents and purpoſes hereafter in theſe preſents mentioned and expreſſed, and to none other uſe, intent or purpoſe whatſoever,

ſoever: That is to ſay, unto and for the uſe of the ſaid J. M. until the ſaid Marriage ſhall be had and ſolemnized between the ſaid P. M. and F. and immediately from and after the ſaid marriage ſo had, to the uſe of the ſaid P. M. & F. and of the heirs males of the ſaid P.M. on the body of the ſaid F. lawfully begotten: and for default of ſuch heirs males, to the uſe of the right heirs of the ſaid J. M. for ever. And further the ſaid J. M. doth by theſe preſents covenant and grant for him, his Heirs, Executors, Adminiſtrators & Aſſigns, and every of them, to and with the ſaid E. P. and C. M. and either of them, their Heirs, Executors, Adminiſtrators and Aſſigns, in manner and form following: that is to ſay, that the ſaid Mannor, Lands, Tenements and Hereditaments, and all other the premiſſes, with their appurtenances, now are and be, and at all times hereafter, and from time to time, ſhall and may continue, remain and be clearly acquitted, exonerated and diſcharged, or otherwiſe well and ſufficiently ſaved and kept harmleſs, by the ſaid J.M. his Heirs, executors, &c. or by ſome or one of them, at his and their own proper coſts and charges, of and from all and all manner of former and other bargains, ſales, gifts, grants, leaſes joyntures, dowers, titles of dower, uſes, wills, entails, rents charge, rents ſeck, arrerages of rents, titles, recognizances, ſtatutes merchant and of the ſtaple, and of and from all other charges, incumbrances & demands whatſoever, had, made, committed or done by the ſaid J.M. or by his heirs or aſſigns, or by any other perſon or perſons, or by his or their aſſent, conſent, means, privity or procurement: The rents and ſervices which from thenceforth ſhall grow due to the chief Lord or Lords of the Fee or Fees of the premiſſes, and all lawful leaſes or grants heretofore made or granted of the premiſes, or of any part thereof, which ſhall not continue above four years, or thereabouts, next after the date hereof, whereupon ſeveral yearly rents are reſerved, amounting in the whole to, &c. which ſhall be yearly payable to the ſaid P. M. and F. and the heirs males of the ſaid P.M. for and during the continuance of the ſaid Leaſes and Grants, only excepted and foreprized. And that the ſaid Mannor and Premiſſes, at the end and determination of the ſaid Leaſes and Grants, ſhall remain, and from thenceforth ſhall and may continue and be unto the ſaid P. M. and F. and the heirs males of the ſaid P.M. of the clear yearly value of, &c. or thereabouts. And moreover, that he the ſaid J.M. his heirs, &c. ſhall and will at this time, and from time to time, during the ſpace of one whole year next after the ſaid Marriage had and ſolemnized, when and as often as he or they, or any of them, ſhall be thereunto reaſonably required by the ſaid E.F. and G.H. or either of them, their heirs or aſſigns, or any of them, do, make, knowledge, levy and execute, or cauſe and ſuffer to be made, done, knowledged, levied and executed, all and every ſuch further act & acts,

thing and things, device and devices, assurance and assurances in the Law whatsoever, be it by deed or deeds, inrolled or not inrolled, fine with proclamation, feoffment, recovery with voucher and vouchers, release or confirmation, with warranty against the said J.M & his heirs, or otherwise, or without warranty, or by all or so many of the ways, means and devices aforesaid, or by any other ways or means whatsoever, as by the said E.F. or G.H. or either of them, their heirs or assigns, or by their or any of their Counsel learned in the Law shall be reasonably devised or advised and required, at the costs and charges only in the Law of the said P.M. for the further, better and more perfect assurance, surety, sure-making and conveying of the said Mannor, Lands, Tenements, and all and singular other the premisses, with the appurtenances, in & by these presents mentioned and intended to be conveyed and assured, in manner and form above in these presents declared, & every part and parcel thereof, unto the said E.F. & G.H. to the uses, intents and purposes above in these presents mentioned, and to no other uses, intents or purposes whatsoever. In witness, &c.

An assurance of a Joynture made before Marriage, with special Covenants concerning Children by a former Husband.

THis Indenture made, &c. between R.L. of, &c. of the one part, and A.B. and J.G. of, &c. of the other part, witnesseth, That in consideration of a Marriage shortly to be had and solemnized between the said R.L. & A.H. late wife of, &c. deceased; for the future good and advancement of the said A.H. and in testimony of the singular good-will & affection which he the said R.L. hath and beareth to the said A.H. & for divers other good & weighty considerations him the said R.L. thereunto especially moving, it is covenanted, granted, concluded and fully agreed upon by & between the said parties to these presents, in manner and form following; That is to say, and the said R.L. for himself, his heirs, executors & administrators, and every of them, doth covenant, promise & grant to and with the said A.B. and J.G & either of them, and the executors, &c. of them & either of them, by these presents, that he the said R.L his heirs & assigns, shall and will from and after the feast of *S. Bartholomew* the Apostle, and from & after the said Marriage so had & solemnized, stand & be seized of and in all that the Site or seat of the Rectory or Parsonage of *East-Church*, and of and in all houses and buildings thereupon built, standing or being; And of and in one Field, or Close of Pasture, with the appurtenances thereunto adjoyning, containing together with the said Site of the said Rectory, by estimation 40 Acres, be it more or less: And of and in a parcel of ground called *Harleys Spring*, containing by esti-

eſtimation one acre,&c. And of and in one Meadow containing by eſtimation 40 acres, be it more or leſs; and of and in one piece of ground called *Reeds Meadow*, containing by eſtimation 29 acres, be it more or leſs; and of and in one Field called *Frogs-Field* containing by eſtimation 52 acres, be it more or leſs; and of & in one parcel of land called *Parſonage Hill-field*, containing by eſtimation 37 acres, be it more or leſs; and of and in all thoſe Lands, Cloſes, Meadows, Feedings and Paſtures, called or known by the name or names of *Stone-pit* and *Stone-pike*, containing in the whole by eſtimation 400 acres, be they more or leſs; and of and in one other piece of land called *Bercon-field* containing by eſtimation 29 acres be it more or leſs; and of and in one Cottage with one Rood of Land thereunto belonging, or occupied with the ſame, in which Cottage or Houſe one R.D. did lately dwell: All which premiſes are ſituate, lying and being in E. aforeſaid, and now are in the occupation of, &c. And of and in all other the Lands, Tenements, Rents, Services, &c. of the ſaid R.L. in the ſaid Pariſh of E. in the ſaid County of K. to the only uſe and behoof of the ſaid R.L. and the ſaid A. and of the heirs and aſſigns of the ſaid R.L. for ever, for the Jovnture of the ſaid A. if the ſaid A. ſhall happen to ſurvive and over-live the ſaid R.L. And the ſaid R.L. doth covenant and grant for himſelf, his, &c. by theſe preſents, to and with the ſaid A.B. and J.G. and either of them, and the heirs, executors and adminiſtrators of them and either of them, in manner & form following; That is to ſay, That he the ſaid R.L. his heirs, executors, adminiſtrators and aſſigns, ſhall and will at all time and times hereafter, and from time to time, ſufficiently ſave and keep harmleſs and indempnified the ſaid Site, Lands, Tenements and Hereditaments, and all other the premiſes, and every part and parcel thereof, of and from all former & other bargains, ſales, gifts, grants, leaſes, ſtatutes merchant and of the ſtaple, recognizances, &c. & of and from all other charges, troubles & incumbrances whatſoever, had, made, committed or done, by the ſaid R.L. or by any other perſon or perſons whatſoever, by his means, title, conſent or procurement (the rent and ſervices from henceforth to grow due to the chief Lord or Lords of the Fee or Fees of the premiſes, only excepted and fore-prized) and that the ſaid Site, Lands, Tenements, and other the premiſes, now be of the clear yearly value of 200 *l.* over and above all charges and reprizes. And further, that the ſaid R.L. and all and every other perſon and perſons, and his and their heirs, lawfully having, claiming or rightfully pretending to have any eſtate, right, title or intereſt, of, in or to the ſaid Site, Lands, Tenements, and all other the premiſes, or any part or parcel thereof, by or from the ſaid R.L. ſhall and will from time to time, and at all times hereafter, during to ſpace of two years next

enſuing the date hereof, further do make, acknowledge and execute all and every ſuch other reaſonable act and acts, thing and things, device and devices, aſſurance and aſſurances in the Law whatſoever, as by the ſaid A. B. and J. G. or either of them, or the executors or aſſigns of either of them, or their or any of their Counſel learned in the Law, ſhall be reaſonably deviſed or adviſed, and at the coſts and charges of the ſaid R. L. his, &c. for the better and more perfect aſſuring and making ſure of all and ſingular the premiſſes to the ſaid A. for term of her life only, in form aforeſaid; ſo that there be not any other or further warranty therein comprized, than onely againſt the ſaid R. L. and his heirs. And further, it is covenanted, granted and agreed by and between the ſaid parties to theſe preſents, and the ſaid R. L. doth covenant, &c. to and with, &c. that all feoffments, fines, conveyances and aſſurances to be had, made, knowledged, done, ſuffered or executed by the ſaid R. L. during the life of the ſaid A. H. ſhall be to the uſes, intents and purpoſes aforeſaid, and to none other uſe, &c. And further, that ſhe the ſaid A. from and after the deceaſe of the ſaid R. L. during her natural life, ſhall or may have, hold and quietly enjoy the ſaid lands, tenements, rents, reverſions, ſervices, and all other the premiſſes, without any lawful let, ſuit, trouble eviction, interruption, or diſturbance of the heirs and aſſigns of the ſaid R. L. or of any other perſon or perſons whatſoever, lawfully claiming by, from or under the ſaid R. L. his, &c. And further, it is covenanted, &c. by and between the, &c. and the ſaid R. L. doth covenant, &c. in manner, &c. that he the ſaid R. L. his, &c. ſhall not at any time or times hereafter, inter-meddle with, have, receive, or take the portion or portions, legacy or legacies, ſum or ſums of money, pertaining or belonging, given and bequeathed, due or to be due to W. H. T. H. and J. H. the children of the ſaid, &c. or any of them, or with the increaſe and profits thereof, or by reaſon of the ſame ariſing, coming or growing, or that ſhall hereafter ariſe, come or grow of the ſame, or any part or parcel of the ſame increaſe, other than ſuch parcel thereof as by covenant hereafter in theſe preſents expreſſed, is yearly to be paid unto the ſaid R. L. or his aſſigns, for and towards the charges of bringing up the ſaid children; but ſhall permit and ſuffer the ſaid J. G. to have the ordering and diſpoſing of the ſaid increaſe and profits coming of the portions aforeſaid, for the benefit of the ſaid children, by the appointment of the ſaid A. and that the ſaid R. L. ſhall upon reaſonable requeſt deliver or cauſe to be delivered to the ſaid J. G. all ſuch Bonds and Obligations wherein any perſon or perſons are to ſtand bound unto the ſaid A. for, touching and concerning the portions of the ſaid children, or otherwiſe, as ſhall come to the hands and poſſeſſion of the ſaid R. L. and make, ſeal and deliver to the ſaid J. G. ſuch letter or letters

of

of Attorney, for the recovery of the ſums of money contained in the ſame Bonds and Obligations, or any of them, as by the Counſel learned of the ſaid J. G. ſhall be thought meet and convenient, and by the ſaid J. G. required, for and to the uſe of the ſaid children; And that he the ſaid R. L. ſhall not releaſe or diſcharge the ſaid Bonds or Obligations, or any of them, without the conſent and agreement of the ſaid J. G. nor revoke or countermand the ſaid Letter of Attorney: And that the ſaid R. L. ſhall permit and ſuffer the ſaid A. and give his aſſent that ſhe ſhall make a Will, and by the ſame to give and bequeath at her liberty and pleaſure, the ſum of 500 *l.* and ſhall not counter-mand or revoke the ſame. And that if it ſhall happen the ſaid A. to die, leaving the ſaid R. L. that he the ſaid R. L. his executors, &c. ſhall well and truly content, &c. or cauſe, &c. the ſaid Legacies, or ſo much of them as ſhall not exceed the ſaid ſum of 500 *l.* within one year next after the deceaſe of the ſaid A. at the Manſion-houſe of the ſaid R. L. in T. aforeſaid And further, it is covenanted, granted, &c. between the, &c. and the ſaid J. G. for himſelf, his heirs, &c. doth covenant and grant to and with the ſaid R. L. his executors, &c. in manner and form following; that he the ſaid J. G. or his aſſigns, ſhall yearly, from and after the ſaid Marriage ſo had and ſolemnized as aforeſaid, and during ſo long time as the ſaid children, or any of them, ſhall be at the finding and providing for of the ſaid R. L. well and truly content, &c. or cauſe, &c. to the ſaid R. L. or his aſſigns, for every of the ſaid children ſo being, &c. the yearly ſum of, &c. at the feaſts of, &c. by even and equal portions, out of the increaſe and profits of their reſpective portions, as aforeſaid; and that he the ſaid J. G. ſhall imploy and beſtow the reſidue of the increaſe and profits, which ſhall come or grow of the ſaid portions or ſtock from time to time, in ſuch ſort and manner as the ſaid A. ſhall appoint, for the further benefit and condition of the ſaid children; and then he the ſaid J. G. ſhall from time to time, when he ſhall be thereunto required by the ſaid A. yield and make unto the ſaid A. a juſt, true and perfect account of the ſaid increaſe or profits coming or ariſing of the portions aforeſaid. In witneſs, &c.

A Condition where one buyeth Lands, the ſeller is bound that the Land is free from Incumbrances.

THE Condition, &c. That whereas the within-bounden A. B. hath bargained and ſold unto the within-named C. D. and his heirs for ever, all that his meſſuage or dwelling-houſe, lands, feedings, meadows, paſtures, rents, profits and other hereditaments whatſoever thereunto belonging, with their appurtenances, ſet, lying and being in the Town and Field of, &c. in the County of, &c. If there-

fore the ſaid Meſſuage or dwelling-houſe, lands, and all other the premiſes,and every part and parcel thereof,or the day of the date within-written,be clearly diſcharged of and from all and all manner of former & other gifts,grants,leaſes,bargains,ſales,joyntures, dowers,rights,and titles of dower,rents,arrerages of rents, ſtatutes merchant and of the ſtaple, feoffments, annuities,&c. and of and from all other titles, charges and incumbrances whatſoever,had, made,done,committed,or ſuffered,or to be had,made,done,committed, or ſuffered by the ſaid A.B. his heirs or Aſſigns,or by any other perſon or perſons, by his, their or any of their means, act, title,conſent,aſſent or procurment, (the rents and ſervices which from the day of the date above-written ſhall grow due to be paid and performed to the chief Lord or Lords of the Fee or Fees of the premiſes,only excepted) That then,&c. or elſe, &c.

A Counter-Condition to ſave harmleſs from two ſeveral Obligations.

THe Condition,&c. That whereas the above named W.H.at the ſpecial inſtance or requeſt, and for the proper debt of the above-bound W.C. together with the ſaid W. and G.P. of,&c. by one obligation of the date above-written, is and ſtandeth bound to R.W. of,&c. in the ſum and penalty of,&c. of lawful,&c. with Condition endorſed,for the true payment of,&c. of like money,at or in the,&c.on the,&c.next coming after the date of the ſaid Obligation,as by the ſame Obligation and Condition thereof,more at large appeareth. And whereas alſo the ſaid W.H. at the like inſtance and requeſt, and for the only debt of the ſaid W.C. together with the ſaid W. and the ſaid J.P. by one other Obligation bearing date the,&c. is and ſtandeth bound to R. K. of,&c.in the ſum and penalty of,&c. with Condition for the true payment of, &c. of like money,at or in the,&c. on the, &c. next coming after the date of the ſaid laſt mentioned Obligation,as by the ſame laſt recited Obligation and Condition more at large alſo appeareth. If therefore the ſaid W.C. his Executors,&c. or any of them, do and ſhall truly pay or cauſe to be paid to the ſaid R. W. his Executors,&c. the ſaid ſum of &c. and to the ſaid R. K. his Executors,&c. the ſaid ſum of,&c. on the ſeveral days, and at the ſeveral places above-mentioned, according to the Conditions of the ſaid recited Obligation, and for the diſcharge and making void of the ſame Obligation, without fraud or delay: That then, &c. or elſe,&c.

Another Counter-Condition.

THe Condition,&c. That whereas the above-named G.S. at the requeſt, and for the debt of the above-bound R.C. together written

written, is and ſtandeth bound to W. C. of, &c. in the ſum and penalty of 26 *l.* of lawful, &c. with condition thereunder-written, for the true payment of 13 *l.* 6*s.* 8*d.* of like money, at or in the, &c. in manner and form following, *viz.* on the 25. of *Decemb.* next coming after the date above-written 2*l.* 6*s.* 8*d.* thereof, on the 25 of *March* then next enſuing 2*l.* more thereof, on the 24 of *June* then next following 2*l.* more thereof, on the 29 of *Septemb.* then next enſuing 2*l.* more thereof, on the 25 of *Decemb.* which ſhall be in the year of our Lord God 1630. 2*l.* more thereof, on the 25. of *March* then next enſuing 2*l.* more thereof, and on the 24 of *June* the next following 20*s.* reſidue of the ſaid ſum of, &c. as by the ſaid Obligation and Condition more at large appeareth. If therefore the ſaid R. his Executors, &c. or any of them, do well and truly pay, or cauſe to be paid unto the ſaid W. C. his Executors, &c. the ſaid ſum of 13*l.* 6*s.* 8*d.* of lawful money of *England*, at or in the place above-mentioned, in ſuch manner as the ſame is above expreſſed and limited to be paid, for the diſcharge and making void of the ſaid recited Obligation, without fraud or further delay, That then this Obligation to be void and of none effect, but if default ſhall be made in any of the ſaid payments, in part or in all, that then this Obligation to ſtand and abide in full power, ſtrength and virtue.

A Condition for a Brewers Clerk.

THe Condition of, &c. That wheres the within-named J. D. hath before the day of the date within-written entertained into his ſervice the within-bound J.H. to ſerve in the room, place, or office of a Dray-Clerk or Beer-Clerk; If therefore the ſaid J. H. doth and ſhall during the time of his ſervice in the ſaid office or place carefully and diligently uſe and employ himſelf, and his beſt endeavour in the ſaid room or office, and do once in every week weekly during the continuance of his ſervice in the ſaid office, make and give to the ſaid J.D. his, &c. a true, juſt & perfect accompt in writting, at the Meſſuage or Beer-houſe of him the ſaid J. D. ſituate, &c. of all ſuch Beer, Goods and Money of the ſaid J.D. as by any ways or means ſhall come to the hands, charge, cuſtody or poſſeſſion of the ſaid J.H. and likewiſe do from week to week, upon every Monday weekly, during the ſaid Term, at the place aforeſaid, content and pay unto the ſaid J.D. his Executors or Aſſigns, all ſuch ſum and ſums of money as the ſaid J.H. ſhall have received of any perſon or perſons whatſoever, due or any wiſe belonging unto the ſaid J.D. his Executors or Aſſigns: And further, if the ſaid J. H. do not deliver on truſt to any Cuſtomer or Cuſtomers, or any other perſon or perſons now not ſerved by the

ſaid

ſaid J.D. above four-barrels of Beer at the moſt, before ſuch time as he ſhall have made the ſaid J. D. acquainted therewith, and of what eſtate and condition all and every ſuch new Cuſtomers are of, and alſo ſhall have the conſent of him the ſaid J. D. thereunto; And further, if the ſaid J. H. do not depart from the ſervice of him the ſaid J. D. his Executors, Adminiſtrators or Aſſigns, before ſuch payment and ſatisfaction ſhall be made by him the ſaid J. H. unto the ſaid J.D. his Executors, &c. of all ſuch goods, arrerages, debts, ſum and ſums of money, as he the ſaid J. H. ſhall be found to be indebted unto the ſaid J. D. his Executors or Aſſigns, or any of them: and if in caſe it ſhall happen the ſaid J. H. to die or depart this life during the continuance of the ſaid Office or place of Beer-Clerk to the ſaid J. D. his Executors or Aſſigns, Then if the Executors, Adminiſtrators or Aſſigns of the ſaid J. H. do or ſhall (within one month next enſuing after the deceaſe of the ſaid J.H) well and truly ſatisfie and pay, or cauſe to be ſatisfied and paid unto the ſaid J. D. his Executors, Adminiſtrators or Aſſigns, at the ſaid Brew-houſe, all ſuch arrerages, debts, ſum and ſums of money as the ſaid J. H. ſhall be found indebted, and to owe unto the ſaid J. D. his Executors or Aſſigns, or any of them, at the time of ſuch deceaſe of him the ſaid J. H. without fraud or coven: That then this, &c. or elſe to, &c.

FINIS.

Part II.

A Deed of Joynture, whereby Tho. N. *in conſideration of a Marriage intended between* Tho. *his Son, and* Sarah Mer. *granteth and infeoffeth Lands to friends in truſt under a Proviſo, to be void upon Aſſurance of other Lands by* John N. *Heir of* Thomas *the Father, of as good value, and to the like uſes.*

THis Indenture made the firſt day of *June*, in the year of our Lord God, according to the computation uſed in *England*, 1651. between T. N. of, &c. of the one part, and I. I. H. E. and S. R. of the other part, witneſſeth, That the ſaid T. N. for and in conſideration of a Marriage already agreed upon, and ſhortly by Gods grace to be had and ſolemnized between T. N. ſecond Son of the ſaid T. N. and *Sarah M.* ſingle woman, daughter of M. N. late of, &c. deceaſed, and for the love and affection which he beareth to his ſaid Son, and for a competent Joynture to be had and provided to and for the ſaid *Sarah*, and for proviſion of maintenance for her, and for ſetling the inheritance of the Lands and Tenements herein after mentioned, to ſuch uſe and uſes, and upon ſuch truſts and confidence, as are herein declared, limited or expreſſed, and for divers other good conſiderations him moving, Hath granted, enfeoffed, releaſed and confirmed, and by, &c. unto the ſaid I. I. H. and R. and to their Heirs and Aſſigns for ever, all that Meſſuage or Tenement, with the appurtenances, ſituate, &c. and one yard land, Meadow or Paſture, to the ſaid Meſſuage or Tenement, belonging, that is to ſay, one Cloſe, &c. and alſo all Houſes, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Back-ſides, Courts, void Grounds, Lands, Meadows, Leaſows, Feedings, Paſtures, Commons, Woods, Under-woods, Trees, Hedges, Rowes, Ways, Waters, Ponds, Pools, Fiſhings, Fiſhing-places, Profits, Commodities, Hereditaments and Appurtenances what-

whatſoever, to the ſaid Meſſuage, Tenement, Yard-land and premiſſes, or any part or parcel thereof, now or at any time heretofore belonging or appertaining, and all rents, reverſions, remainders and ſervices of the ſaid premiſſes, and every part thereof: To have and to hold the ſaid Meſſuage or Tenements, and all and ſingular other the premiſſes before mentioned, meant, or intended to be granted, infeoffed and confirmed, and every part and parcel thereof, with the appurtenances, to the ſaid I. I. H. E. and S. R. to their Heirs and Aſſigns for ever, to the onely uſe, intents and purpoſes, hereafter in theſe preſents limited, expreſſed and declared; and to none other uſe, intent or purpoſe, (that is to ſay) to the uſe and behoof of the ſaid I. I. H. E. and S. R. and of their Heirs, until the ſolemnization of the ſaid Marriage between the ſaid T. N. the Son, and *Sarah* the M. and from and after the ſolemnization of the ſaid Marriage, to the uſe and behoof of the ſaid I. I. H. E. and S. R. and of their Heirs, for and during the natural life of the ſaid *Sarah*; and from and after her deceaſe, to the uſe and behoof of the ſaid T. N. her Son, for and during the term of his natural life; and from and after the death of the ſaid *Sarah* M. and T. N. to the uſe and behoof of the Heirs of the body of the ſaid *Sarah* M. by the ſaid T. N. the Son begotten, and to be begotten; and for default of ſuch Heirs, to the uſe and behoof of the ſaid T. N. the Son, and of the Heirs of his body; and for default of ſuch Heirs, to the uſe of the ſaid T. N. the Father, and of his Heirs and Aſſigns for ever. And the ſaid T. N. the Father, for himſelf, his Heirs, Executors and Adminiſtrators, and every of them, doth covenant, promiſe and grant, to and with the ſaid I. I. H. E. and S. R. and every of them, their and every of their Heirs and Aſſigns by theſe preſents, that he the ſaid T. N. the Father, at the time of the enſealing and delivery thereof, is the true and lawful owner of the Meſſuages, Tenements and Premiſſes, and every part thereof, and of and in the ſame and every part and parcel thereof lawfully and rightfully ſeized of a good eſtate of Inheritance in Fee-ſimple; and alſo that he the ſaid T. N. the Father, at the time of the enſealing and delivery hereof, hath full power, good right, and lawful authority, to grant, convey and aſſure the ſaid premiſſes, and every part thereof, to the ſaid I. I. H. E. and S. R. their Heirs and Aſſigns, in manner and form aforeſaid, according to the true intent and meaning

meaning; thereof and that the ſaid Meſſuage, Tenement and premiſſes, and every part and parcel thereof, with the appurtenances, now be and are, and ſo from time to time, and at all times hereafter for ever, ſhall or may be, remain and continue unto the uſes, intents and purpoſe aforeſaid, and according to the true intent and meaning hereof, clearly acquitted and diſcharged of and from all and all manner of former and other bargains, ſales, gifts, grants, leaſes, mortgages, joyntures, ſtatutes, recognizances, judgments, extents, and of and from all other titles, charges, troubles and incumbrances whatſoever, had, made, done, committed or ſuffered to be done, by him the ſaid T. N. the Father, or by any other perſon or perſons whatſoever, except one Indenture of Leaſe bearing date, &c. made and granted of the premiſſes by T. H. to the ſaid N. H. and M. his Wife, and to M. their Daughter for term of their lives, ſucceſſively one after another, at and under the yearly rent of Forty ſhillings of lawful money of *England*, quarterly to be paid by even portions: and alſo except one other Leaſe or Indenture, bearing date, &c. made and granted of the ſaid premiſſes by the ſaid T. N. the Father of G. M. &c. for one thouſand years, with a proviſo, to be void upon payment made of certain ſums of money, at certain times therein mentioned, whereof only one day is paſt, and the money then due is paid, and without any let, interruption, challenge, claim, diſturbance or incumbrance, of or by him the ſaid T. N. the Father, or his Heirs, and without any lawful let or interruption, challenge, claim, diſturbance, or incumbrance, of or by him the ſaid T. N. or any other perſon or perſons, claiming or to claim by or under him, or his eſtate, right, title or intereſt; except ſuch as ſhall or may claim by or under the Leaſes before excepted, or either of them, and for the term thereby granted only. And the ſaid T. N. the Father, doth further for himſelf, his Heirs, Executors, and Adminiſtrators, covenant, promiſe and grant, to and with the ſaid I. I. H. E. and R. S. and every of them, their Heirs and Aſſigns by theſe preſents, that he the ſaid T. N. the Father, and his Heirs, and all and every other perſon and perſons lawfully claiming, or to claim by or under him (except ſuch as ſhall or may claim by or under the Leaſes before excepted) ſhall and will from time to time, and at all times hereafter, upon the reaſonable requeſt, and at the coſt and charges in the Law of the ſaid I. I.

H. E.

H.E. and S. R. or any of them, their Heirs or Aſſigns, make, do and execute all ſuch further acts, things and aſſurances, for the further and better aſſuring the ſaid premiſſes, and every part thereof, to the uſes, intents and purpoſes aforeſaid, as by them the ſaid I. I. H. E. S. R. or any of them, their Heirs or Aſſigns, ſhall be in that behalf reaſonably deviſed, or adviſed and required; and that all fines and other aſſurances, at any time hereafter to be had, levied or executed of the premiſſes, or any part thereof, ſhall be, and ſhall be deemed, adjudged and taken to be, to and for the uſes, intents and purpoſes in theſe preſents mentioned, limited and declared. And it is expreſſed and declared by all the ſaid parties, that the ſaid eſtate for the life of the ſaid *Sarah*, limited to the ſaid I. I. H. E. S. R. as aforeſaid, is ſo limited upon ſpecial truſt and confidence in them repoſed, that they and every of them, their Heirs and Aſſigns reſpectively, to whoſe hands or cuſtody any of the rents, iſſues or profits of the ſaid premiſſes ſhall come, during the life of the ſaid *Sarah*, ſhall from time to time pay, deliver, diſpoſe and employ the ſame rents, iſſues and profits, and every part thereof, either to the ſaid *Sarah* her ſelf, or to ſuch other perſon and perſons, uſe or uſes, as ſhe the ſaid *Sarah* ſhall by any writing under her hand from time to time limit or appoint: provided always, and it is nevertheleſs covenanted and granted by and between the ſaid parties, that in caſe *John* N. Son and Heir apparent of the ſaid T. N. the Father, ſhall within ſeven years next enſuing the date hereof, at his own proper coſts and charges, well and ſufficiently convey or aſſure, or cauſe to be conveyed and aſſured, by good and ſufficient ways and means in the Law, to the ſaid I. I. H. E. S. R. and to their Heirs, or to the Survivor or Survivors of them, and to his or their Heirs, to and for, and upon the like uſes, intents, truſts, confidences and purpoſes as are before herein limited, expreſſed and declared, meſſuages, lands, and tenements, ſituate, lying or being in, &c. and which ſhall be of as much more clear yearly value, as the ſaid Meſſuage, Tenement and Premiſſes hereby mentioned, meant or intended to be granted, and of every part thereof ſhall be then worth; that then from and after ſuch conveyance and aſſurances, paſſed and perfected, the uſe and uſes, truſts and confidences, herein before limited and expreſſed, ſhall ceaſe, determine and end; and then, and from thenceforth, they the ſaid I. I. H. E. and S. R. and their Heirs, ſhall ſtand and be

ſeized

ſeized of and in the ſaid Meſſuage, Tenement and Premiſſes hereby mentioned, meant or intended to be granted, and of every part thereof, to the uſe and behoof of him the ſaid I. N. his Heirs and Aſſigns for ever, and to no other uſe, intent or purpoſe whatſoever; any thing herein contained to the contrary thereof in any wiſe notwithſtanding. In witneſs, &c.

A Charterparty of Affreightment.

THis Charterparty of Freightment indented, made the, &c. by R. H. and A. N. owners of the good Ship called the H. of *London*, of the burthen of, &c. now Riding in the River of *Thames* (whereof is Maſter under God I. P.) of the one part, and H. S. of the other part, witneſſeth, That the ſaid owners have granted and letten to freight to the ſaid H. S. the aforeſaid Ship; and that the ſaid H. S. hath hired her for a Voyage to be made with her by Gods grace in manner and form following, *viz.* the ſaid owners covenant and grant by theſe preſents, to and with the ſaid H. S. his, &c. that the ſaid Ship, with the firſt and next good wind and weather that God ſhall ſend after the firſt day of, &c. ſhall depart from the ſaid River of *Thames*, and directly ſail to B. in the Realm of *France*, with ſuch goods, wares and merchandizes as the ſaid H. his Factor or Aſſigns, before the Feaſt-day of, &c. next coming, ſhall think good to charge and lay in her, *viz.* ſo much as ſhe may reaſonably carry; and being arrived and come to the ſaid Port of B. or ſo nigh to the ſame as ſhe ſafely and conveniently may come, ſhall there tarry by the ſpace of thirty days next after her arrival, as well there to diſcharge and unlade ſuch goods and merchandizes as ſhall be ſo freighted and laden in her, as aforeſaid, as alſo to receive her full lading of ſuch goods, wares and merchandize as the ſaid H. S. his Factor or Aſſigns ſhall think good, *viz.* as much as ſhe may reaſonably carry; within which time and days above limited and appointed, the ſaid H. S. covenanteth and grameth by theſe preſents to diſcharge and relade, or cauſe to be diſcharged and reladed the aforeſaid Ship, in manner and form aforeſaid. Which Ship ſo being able, the ſaid owners covenant and grant by theſe preſents, that ſhe ſhall with the firſt and next good wind and weather, next after that ſhe ſhall be reladen, as aforeſaid, depart and return from B. aforeſaid, and by Gods grace

directly

directly ſail, and come to the Port of *London*, or as nigh the ſame as ſhe can ſafely come, where ſhe ſhall tarry by the ſpace of, &c. after her arrival there, to make her right diſcharge. And the ſaid H. S. covenanteth, &c. within the ſpace of, &c. next after the arrival of the ſaid Ship at the Port of the City of *London*, as well to receive, or cauſe to be received the Ships lading, as alſo to content and pay, or cauſe to be paid unto the ſaid Owners, their Excecutors or Aſſigns, the ſum of, &c. for the freight and lading of the ſaid Ship, both outwards and homewards, at the place of the right diſcharge of the ſaid Ship, together with average, poynage, and petty lodenage, and all other duties due and accuſtomed, according to the uſe of Eaſtern Ships: And the ſaid owners covenant and grant by theſe preſents, to warrant and prepare the ſaid Ship, ſtrong and ſtanch both above and beneath, and well and ſufficiently tackled and apparelled with maſts, ſails and ſail-yards, anchors, cable-ropes, cords, guns, powder, ſhot, and all other inſtruments, munitions, artillery, furniture, tackling and apparel, neceſſary and convenient for ſuch a Ship, with an able Maſter, eleven men and a boy, which ſhall be ready at all times convenient, with the boat of the ſame Ship, to ſerve the ſaid H. S. his Factors and Aſſigns, to and from Land during this preſent Voyage aforementioned. And to the obſerving of all and ſingular the covenants, grants, articles, deliveries, receipts and agreements, and all other things above rehearſed, which on the part and behalf of the ſaid owners are to be obſerved and kept in form aforeſaid, the ſaid Owners bind them and either of them, their Executors, Goods, and eſpecially the ſame Ship, with his freight, tackle and apparel, to the ſaid H. S. his, &c. in the penalty of, &c. well and truly by theſe preſents to be paid. And likewiſe to the obſerving of all and ſingular the covenants, grants, articles, deliveries, recepts, payments and agreements, and all other things above rehearſed, which on the part and behalf of the ſaid H. S. are to be obſerved and kept in form aforeſaid, the ſaid H. S. bindeth himſelf, his Executors, and goods, whatſoever they be, and whereſoever they may be found, to the ſaid owners and their Executors, in the penalty of, &c. well and truly to be paid, by theſe preſents. In witneſs, &c.

A Tranſport of Goods in a Ship.

TO all, &c. I A. P. of, &c. ſend greeting, &c. Whereas I the ſaid A. P. in the month of, &c. laſt paſt, did lade in the Port of *London*, of my own proper goods, and for my own proper uſe and account, into and aboard the good Ship called, &c. wherein one T. C. was then Maſter, for and during her then intended Voyage, ſo much, &c. to the intent and purpoſe that all the aforeſaid Kerſies and Cloath ſhould be tranſported for and in trade of Merchandize, in and with the ſaid Ship (amongſt other her lading) in her Voyage then intended to be made to *Conſtantinople* and other places beyond the Seas, and within the *Streights* of *Gibralter*, and to return again into the Port of *London*. Now know ye, That I the ſaid A. P. for and in conſideration of the ſum of, &c. by F. L. of, &c. to me paid, whereof I acknowledge the receipt by theſe preſents: Have given, granted, alienated, bargained, ſold, tranſferred, aſſigned and ſet over, and by theſe preſents do abſolutely give, grant, alien, bargain, ſell, transfer, aſſign and ſet over unto the ſaid F. L. as well all and every the ſaid Kerſies and Cloths aforeſaid, which are laden into the ſaid Ship, for the uſe, accompt or behoof of me the ſaid A. P. as afore is mentioned; As alſo all and every ſuch adventure and adventures, ſum and ſums of money, goods, wares, merchandize and encreaſe whatſoever, which is or ſhall be returned, had, gained or gotten, by reaſon or in reſpect of the ſaid Kerſies and Cloths ſo laden outward, as aforeſaid, or for or in reſpect of any part or parcel thereof, in any manner of wiſe, To have, hold, take receive and enjoy all the payments afore-mentioned to be hereby given, granted, alienated, bargained, ſold, transferred, aſſigned and ſet over, and every part and parcel thereof, to the ſaid, &c. to his and to their own proper uſe and uſes, as his and their own proper goods, from henceforth freely for ever, and to the intent and purpoſe that the ſaid F. L. his, &c. may the better have, receive and enjoy all the Goods, Merchandizes and Premiſſes afore hereby granted, bargained, ſold, aſſigned and ſet over, and every part thereof, according to the true meaning and purport of theſe preſents: I the ſaid A. P. do hereby make, authorize and appoint him the ſaid, &c. my true and lawful Attorney irrevocable, in my name

and ſtead, but to his own uſe, to do, execute, &c. all and every act, matter and thing whatſoever, touching or concerning the premiſſes, or any part thereof, in as ample manner, &c. giving, and by theſe preſents granting, &c. And I do hereby covenant, &c. to ratifie all and whatſoever, &c. Covenants for quiet enjoying, without any let, reclaim, &c. and to do any further act, &c. but the ſaid F. L. to abide the hazard at Sea. In witneſs, &c.

A Deed of Gift in conſideration of the diſcharging of Debts:

TO all, &c. I J W. of, &c. ſend greeting. Whereas I am indebted, and do owe unto divers perſons, divers ſums of money, which I cannot ſatisfie, or make payment of, as my ſaid Creditors do deſire, by reaſon many debts are owing unto me. And whereas my loving friends, &c. have undertaken to give ſatisfaction to my ſaid Creditors, for my ſaid debts owing, as aforeſaid: Know ye, That I the ſaid J. W for and towards the indempnity and ſaving harmleſs them the ſaid, &c. for and concerning the payment of the ſaid debts, have given and granted, and by theſe preſents do, &c. unto the ſaid, &c. all and every ſuch ſum and ſums of money, goods, chattels and debts, as I now have and am poſſeſſed of, and which are due, owing, or payable unto me in the hands or cuſtody of any perſon or perſons whatſoever, mentioned in a Schedule or Inventory to theſe preſents annexed: To have, hold receive, take and enjoy the ſaid goods, chattels, credits, ſum and ſums of money, unto the ſaid, &c. their Executors and Adminiſtrators, to their and every of their uſe and uſes, and as their and every of their own proper goods for ever, abſolutely, without any reclaim, challenge or contradiction of any perſon or perſons whatſoever. And I have ſet and put the ſaid, &c. in full and peaceable poſſeſſion of all and every the premiſſes, by the delivery unto them of a piece of money, called Six pence, fixed in the ſeal hereof. And for the better recovery of the ſaid debts, I the ſaid J. W: have made, ordained and authorized, and by theſe preſents conſtitute and appoint the ſaid, &c. and every of them, to be my true and lawful Attorney irrevocable, in the name of me, my, &c. but to and for, &c. to ask, ſue for, levy, recover and receive all and every ſuch goods, chattels, credits, debts, ſum and ſums of money, as are in theſe preſents, and in the ſaid Schedule ſpecified; And all and every the debtor and debtors,

ors, detainer and detainers thereof, or of any part thereof, to ſue, implead and proſecute by due courſe of Law in any Court of Record or Equity: giving and by theſe preſents granting, &c. my full power, ſtrength, &c. (as in a Letter of Art.) A Covenant for allowing and juſtifying all actions, &c. without any non-ſuit, retrax, or other act or thing, or without any account, &c. and to make further Letters of Art, and aſſurance for the recovery of the premiſſes. To the true performance whereof, I bind me, my, &c. to the ſaid, &c. his, &c. in the ſum of, &c. firmly by theſe preſents. In witneſs, &c.

A Deed of Gift of Goods of Warranty.

To all, &c. I A. B. &c. ſend greeting: Know ye, That I the ſaid A. B. being of a good and perfect mind, and without fraud or deceit, for divers good cauſes and conſiderations me hereunto moving, Have given, granted and confirmed, and by theſe preſents do give, grant, confirm unto, &c. all and ſingular my goods, chattels, implements, debts, bills, bonds, ſpecialties, neceſſaries, ſums of money, and other things whatſoever, as well moveable as immoveable, of what nature, kind or quality ſoever they be, and in whoſe hands, cuſtody, poſſeſſion, governance or keeping, or whatſoever place or places they be or may be found, as well on this ſide, as beyond the Seas. To have and to hold, levy, perceive, uſe, receive and enjoy all and ſingular the ſaid goods, chattels, implements, credits, debts, ſpecialties, ſums of money, and all other the premiſſes, with all and ſingular their appurtenances, unto the ſaid C. D. his, &c. to the only proper uſe and behoof of the ſaid C. D. his, &c. for ever. Freely, peaceably and quietly, without any manner of reclaim, challenge or contradiction of me the ſaid A. B. my, &c. or of any other perſon or perſons, by any means, title or procurement in any manner or wiſe, and without any account, reckoning, or anſwer therefore to me, or any in my name, to be given, rendred or done in time to come; So that neither I the ſaid A. B. my, &c. nor any other perſon or perſons, by us, for us, or in our names, or in the name or names of us, or any of us, at any time or times hereafter, may ask, claim, challenge or demand in or to the premiſſes, or any part thereof, any intereſt, right, title, uſe or poſſeſ-

ſion, but from all action of right, title, claim, intereſt, uſe, poſſeſſion and demand thereof, we and every of us to be utterly excluded, and for ever debarred by theſe preſents. And I the ſaid A. B. my, &c. all the ſaid Goods, Chattels and other things above-mentioned, with their appurtenances, unto the ſaid C. D. his, &c. to the uſe above-ſaid, againſt all people will warrant and defend by theſe preſents; of which ſaid Goods, Chattels and other things, I the ſaid A. B. have put the ſaid C. D. in peaceable poſſeſſion, by the delivery of Six pence, which I have paid and delivered to the ſaid C. D. the day of the date hereof. In witneſs, &c.

A Deed of Gift.

TO all, &c. I A. B. &c. ſend greeting, &c. Know ye, That I the ſaid A. B. for the love, good-will and affection, which I have and bear towards my loving friend C. D. of, &c. have given and granted, and, by theſe preſents do freely, clearly and abſolutely give and grant unto the ſaid C. D. his, &c. all and ſingular my goods, wares, houſhould-ſtuff, plate, jewels, ready money, leaſes, chattels, implements, and all other things alive or dead whatſoever, as well moveable as immoveable, both real and perſonal, whatſoever they be, and in whoſe hands, cuſtody or poſſeſſion ſoever the ſame, or any of them, or any part thereof, can or may be found remaining and being, as well in the meſſuage or tenement, with the appurtenances, wherein I do dwell, as in any other place or houſe whatſoever within the, &c. To have and to hold all the ſaid goods, chattels houſhold-ſtuff, implements, and all other the premiſſes, unto the ſaid, &c. his, &c. from henceforth, to his and their own proper uſe, and as his and their own proper goods, for ever, abſolutely, without any manner of condition, &c. And I the ſaid A. B. have ſet and put, &c. In witneſs, &c.

Nota.

If a Deed of Gift be made of money owing to the Donor, let there be a Letter of Attorney comprehended therein.

If the Deed be made of good Chattels in conſideration of a Debt, let there be a Covenant in the ſame Deed, that the Donor ſhall permit the Donee to come into the houſe, or any other place where the goods be, quietly and peaceably

peaceably to receive and carry away the ſame, to the uſe of the Donee.

If that there be an Inventory of parcels annexed to the Deed, let there be a Covenant in the Deed, that the ſame Goods and Chattels ſhall not be waſted, and that they are free from any former gifts or incumbrances at the enſealing, by a peny fixed in the ſeal, or ſome part of the ſaid Goods. But aſſurance for debt of Goods and Chattels, is beſt to be done by bargain and ſale, indented, with an Inventory.

A Covenant that the Leſſor ſhall ſeal a new Leaſe, and in the interim the Leſſee to enjoy, though the old Leaſe be ſurrendred.

TO all, &c. I B. H. ſend greeting. Whereas I. M. at the requeſt of me the ſaid B. H. and for the conſideration hereafter ſpecified, hath granted and ſurrendred by his writing, bearing date with theſe preſents, one Indenture of Leaſe bearing date the, &c. and all the right, intereſt, and term of years, which he the ſaid I. M. now hath, or of right ought to have of, in and to, &c. in the ſaid Indenture of Leaſe ſpecified, by me the ſaid B. H. unto him the ſaid J.M. demiſed for the term of, &c. and for the rent of, &c. payable quarterly. Now know ye, That I the ſaid B.H. for me, my Executors and Adminiſtrators, do covenant and grant to and with the ſaid I.M. his, &c. and to and with every of them by theſe preſents, that I the ſaid B. H. my, &c. in conſideration of the ſaid ſurrender of the ſaid Leaſe and Premiſſes, and for other good conſiderations me moving, ſhall and will, at the coſts and charges of me the ſaid B. H. my, &c at or before, &c. make, ſeal, and in due form of Law deliver unto the ſaid I. M. his, &c. one other good and ſufficient new Leaſe of the ſaid, &c. for the remainder of the ſaid term of, &c. then to come, for and upon ſuch rent, covenants and conditions as are ſpecified and contained in the ſaid Leaſe above-recited, made by me the ſaid B.H. unto the ſaid I.M. And that I the ſaid I.M. his, &c. ſhall and may in the mean time, until the ſaid new Leaſe of the premiſſes ſhall be by me unto him ſo made, ſealed and delivered as is aforeſaid, peaceably and quietly, have, hold and enjoy the ſaid Meſſuage or Tenement, ſhop and premiſſes, with the appurtenances, and every part and parcel thereof, without any let, trouble or contradiction of me the

ſaid B.H. my, &c. or any other perſon or perſons, claiming, or which ſhall or may claim any eſtate or intereſt in or to the premiſſes, or any part thereof, by, from or under us, or any of us, in as large and ample manner and ſort, to all intents and purpoſes, as if the ſame Indenture of Leaſe had been in full force, and ſtill remaining in the hands of him the ſaid I.M. In witneſs, &c.

A Covenant not to commence any action or ſuit againſt a Surety that ſtands bound.

TO all, &c. Whereas I. M. and E. F. of, &c. by their obligation dated, &c. are and ſtand bound unto me the ſaid J. in the ſum of, &c. conditioned for payment of, &c. at a day long ſithence paſt, as by the ſame obligation and condition thereof, more plainly appeareth; which ſaid ſum of, &c. or any part thereof, was not paid according to the condition of the ſaid obligation, whereby the ſaid obligation became forfeited. And whereas the ſaid I. in *Eaſter*-Term, in the year, &c. in the Court, &c. obtained judgment of, &c. together with, &c. coſts againſt the ſaid, &c. as by the Records of the ſaid Court more plainly may appear: Now know ye, That I the ſaid, &c. for divers good cauſes and conſiderations me eſpecially moving, am pleaſed and contented, and for me, my, &c. do covenant, promiſe & grant to and with the ſaid, &c. their, &c. That neither I the ſaid, &c. my, &c. nor any of us, nor any other perſon or perſons whatſoever in the name of us, or any of us, ſhall at any time or times hereafter ſue, implead, moleſt, arreſt, attach, impriſon and condemn, or cauſe to be, &c. the ſaid J. M. his, &c. or any of them, for or upon the aforeſaid obligation ſo forfeited as aforeſaid, or by virtue of the ſaid Judgment, or of any Execution or Elegit to be had or procured thereupon by any other ways or means whatſoever. In witneſs, &c.

A Covenant to pay the Sheriff or his Bailiff, for apprehending a man.

TO all, &c. I. T. O. of, &c. ſend greeting. Whereas, I. O. &c. doth owe and is indebted unto me the ſaid, &c. in the ſum of, &c. by bill or writing obligatory under his hand and ſeal, upon which bill I have commenced a Suit at Law, and thereupon had judgment, upon which I have taken

taken out execuiton: And whereas M. F. Sheriff of, &c. or T. S. Bailiff of the Wapentake or Hundred of, &c. for the conſiderations hereunder written and agreed upon, hath undertaken to do his beſt endeavour for the ſerving of the ſaid Execution, and by virtue thereof to apprehend the body of the ſaid I. S. Now know ye, That I the ſaid T. O. for me, my, &c. do covenant, &c. That if the ſaid M. F. or T. S. do ſerve the ſaid Execution upon the body of the ſaid I. S. and him impriſon and commit unto the Goal, whereupon he may remain charged with the ſaid debt; or if upon ſerving the ſaid Execution, the ſaid I. S. do pay, &c. the ſaid debt, or compound with me for the ſame; That then in any of the caſes aforeſaid, I the ſaid, &c. ſhall and will forthwith pay the ſaid M. F. or T. S. the ſum of, &c. in conſideration of the ſaid buſineſs ſo to be performed, &c. In witneſs, &c.

Covenants between two Partners, at the diſſolution of their Co-partnerſhip.

THis Indenture made, &c. between T. H. C. and G. of *London* of the one part, and W. I. C. and G. of *London* aforeſaid, of the other part, witneſſeth, That whereas the ſaid T. and W. by their Indenture of Co-partnerſhip, bearing date, &c. for the conſideration in the ſaid Indenture ſpecified, did condeſcend, conclude and agree to become and continue joynt dealers and Co-partners together, in the art and myſtery of, &c. and in buying, ſelling and uttering of, &c. and all other Wares, Commodities and Merchandizes, belonging, or commonly uſed to and with the ſaid Trade, for the term of, &c. from the Feaſt-day of, &c. laſt paſt, &c. (if the ſaid T. and G ſhould ſo long live, and unleſs they the ſaid T. and W. ſhould otherwiſe agree together; as by the ſaid Indenture of Co-partnerſhip (whereunto relation being had) more at large, &c.) And whereas the ſaid T. and W. by their mutual conſents, free-will and agreement, and for very good cauſes and conſiderations them thereto moving, have thought good to diſſolve aud break off the Co-partnerſhip, and from thenceforth to become no Co-partners together: Now this Indenture further witneſſeth, That it is covenanted, concluded and fully agreed, by and between the ſaid, &c. for and concerning the premiſſes, in manner and form following, *viz.*

firſt the ſaid W. for and in conſideration of a certain ſum of money to him the ſaid W. in hand, at the enſealing and delivery of theſe preſents by the ſaid T. well and truly paid and delivered for him, his, &c. doth covenan and grant, &c. by theſe preſents, to aſſign and ſet over, remiſe and releaſe unto the ſaid T. his, &c. all and every ſuch part, portion and ſhare as he the ſaid W. his, &c. hath, may, might or ought to have, of, in and to all and ſingular the goods, chattels, houſhold-ſtuff, wares, merchandizes, debts, obligations, ſpecialities, bills obligatory, ſum and ſums of money, and other things whatſoever, incident or belonging to the ſaid late Co-parnerſhip, or joynt dealing in any manner of wiſe; and alſo his eſtate, intereſt, right and demand therein, or in or to any part thereof, together with all ſuch benefit and commodity as he the ſaid W. his, &c. might or ought to have, had, taken or received, upon, for or by reaſon of the ſaid bills, bonds, books, obligations, or ſpecialities belonging to the ſaid Co-partnerſhip. And that it ſhall and may be lawful to and for the ſaid T. his, &c. to have, keep, receive and enjoy as well all and every the goods, chattels, houſhold-ſtuff, wares and merchandizes belonging to the ſaid late Co-partnerſhip, as alſo all and every ſuch debts, duties, ſum and ſums of money, as ſhall be had, received, obtained or gotten by virtue of the ſaid Books, Bills, Bonds, Obligations, or Specialities, or any of them, or of any ſuit, judgment, execution or proceſs thereupon to be commenced, purſued, had or taken, without the let, trouble or contradiction, or the unjuſt plea in bar ariſing from any act or thing heretofore done, or hereafter to be done, or willingly ſuffered by the ſaid W. his, &c. or any of them; and without any accompt or other thing to be therefore rendred or yielded to the ſaid W. his, &c. or any of them. And further, that he the ſaid W. heretofore hath not received any ſum or ſums of money belonging to the ſaid late Co-partnerſhip (other than ſuch as are already allowed upon accompt) nor hath releaſed or diſcharged, nor that he, his Executors or Adminiſtrators, ſhall or will hereafter receive, releaſe, diſcharge or make fruſtrate all or any of the ſaid debts, duties, ſum or ſums of money, bonds, ſpecialties or demands, due or to be due, by virtue of the ſaid bills, bonds, ſpecialities, obligations or agreements, or any of them (other than ſuch as are allowed upon accompt, as

aſore-

aforeſaid) without the conſent or agreement of the ſaid T. H. his, &c. firſt had and obtained in writing, under his or their hands; nor voluntarily or willingly diſcontinue, diſavow or ſuffer to be non-ſuited in, or make any *retraxit*, or otherwiſe diſcharge, hinder or delay any action, ſuit or plaint whatſoever, which he the ſaid T. H. now hath, or at any time hereafter ſhall commence, proſecute or purſue in the name of the ſaid W. G. his, &c. for the recovery or obtaining of the ſaid debts, duties, ſum and ſums of money, or demands belonging to the ſaid late joynt dealing, but that he the ſaid W. G. his, &c. ſhall and will from time to time, and at all times hereafter, upon the reaſonable requeſt, and at the coſts of the ſaid T. H. his, &c. juſtifie, allow, maintain and avow all and every ſuch action, ſuit, plaint and arreſt, as he the ſaid, &c. his, &c. ſhall commence, &c. for the recovering, levying, obtaining, or getting of all or any the debts, &c. belonging to the ſaid Co-partnerſhip; ratifying, &c. for the recovering, &c. the ſaid debts, duties, &c. or any of them. And laſtly, that he the ſaid T. H. his, &c. ſhall and will from time to time, and at all times hereafter, well and ſufficiently acquit and diſcharge, ſave and keep harmleſs the ſaid W. his, &c. of and from all and all manner of troubles, damages, arreſts, coſts, charges and incumbrances whatſoever, which ſhall or may be taxed, urged, or happen to be had, recovered and obtained againſt the ſaid T. his, &c. for or by reaſon or means of any action, ſuit, &c. which the ſaid T. H. now hath, or ſhall hereafter commence, &c. or cauſe to be commenced, &c. againſt any perſon or perſons, for recovering, having, or obtaining any of the ſaid debts, duties, ſum or ſums of money, or any thing whatſoever, touching the ſaid late Co-partnerſhip now owing, or which hereafter ſhall be due or payable to the ſaid T. and W. or either of them, or any perſon or perſons whatſoever, or for or by reaſon of any debts now owing, or wares taken up upon credit by him the ſaid T. his, &c. and not charged upon the ſaid partible accompt, wherewith or whereby he the ſaid W. G. his, &c. ſhall or may be charged or chargeable. In witneſs, &c.

A Partition of debts between one Co-partner, and the Executor of the other, and to ſue, &c.

THis Indenture made, &c. between R. E. Citizen, &c. and R. S. of *London* Gentleman, Son and Heir apparent of W. S. late Citizen, &c. deceaſed, and Executor of the laſt Will and Teſtament of the ſaid W. S. of the other part, Witneſſeth, That whereas the ſaid R. E. and W. S. in the life time of the ſaid W. S. for many years together, did deal and traffique as joynt Partners and Occupiers in the Trade of, &c. and other Merchandizes, and in buying, ſelling and merchandizing, and by reaſon thereof divers and ſundry ſums of money, by divers and ſundry perſons, became due and payable to them joyntly as debts owing to the ſaid R. and W. joyntly. And whereas therefore the ſaid R. E. and W. S. in the life time of the ſaid W. S. by agreement between them, divers debts due and owing between them, did ſever and part, in ſuch manner and form, as in and by a certain pair of Indentures, bearing date the, &c. (and certain Schedules thereunto annexed) made between the ſaid R. E. of the one part, and the ſaid R. S. &c. is mentioned, and more plainly doth and may appear; ſithence which time, divers and ſeveral of the debts therein mentioned, have been received and compounded for, as well by the ſaid R. E. and W. S. in the life time of the ſaid W. as alſo by the ſaid, &c. Executor of the ſaid W. ſithence the deceaſe of the ſaid W. And whereas alſo divers and ſundry other ſums remaining then and yet unpaid and uncompounded for, for the better recovery whereof, and for the continuing of peace and amity between them, they the ſaid R. E. and R. S. have equally divided thoſe debts, yet remaining unreceived or compounded for, as in and by two ſeveral Schedules thereof made (the one called the firſt Schedule, wherein the debts, duties, ſums of money and demands, yet unreceived, now allowed and appointed to the ſaid R. S. are contained and mentioned; and the other called the ſecond Schedule, wherein the debts, duties, ſums of money and demands, yet unreceived, and now appointed to the ſaid R. E. are likewiſe contained, and mentioned, and hereunto annexed) more plainly it doth and may appear.

This Indenture now further witneſſeth, That it is covenanted, granted, concluded and fully agreed between the ſaid

ſaid R. E. and S. R. for and concerning the premiſſes, in manner and form following, *viz.* firſt the ſaid R. E. for him, &c. doth by theſe preſents grant, aſſign and ſet over, remiſe and releaſe unto him the ſaid R. S. all and every the debts, obligations and bills obligatory, and ſeveral ſums of money in the ſaid Schedule annexed unto this preſent Indenture, called the firſt Schedule, mentioned and expreſſed, and all his part, portion, intereſt, right and demand therein or thereof, with all ſuch benefit and commodity as the ſaid R. E. his, &c. can or may lawfully take, receive or have upon or by reaſon of any the ſaid obligations, bills, debts, duties or demands contained or mentioned in the ſaid Schedule, called the firſt Schedule, allotted to the ſaid R. S. And further, the ſaid R. E. doth by theſe preſents, for him, his, &c. conſtitute, and in his place appoint the ſaid R. S. during his life, and after the death of the ſaid R. S. his executors and adminiſtrators, to be his lawful Attorney irrevocable, for and in the name of the ſaid R. E. during his life, and after his deceaſe, for and in the name of his, &c. to ask, take, &c. of all the debtors in the ſaid Schedule, called the, &c. and annexed to this preſent Indenture mentioned, or any of them, or of the heirs, &c. all and every the ſum and ſums of money in the ſaid Schedule, called the firſt Schedule, mentioned or contained. And the ſaid R. E. for him, his, &c. doth covenant and grant to and with the ſaid R. S. his, &c. by theſe preſents, that it ſhall and may be lawful to and for the ſaid C. S. during the life of the ſaid R. S. and to and for the executors of the ſaid R. S. after his deceaſe, at the only coſts and charges of the ſaid R. S. his, &c. or ſome of them, in the name of the ſaid R. E. during his life, and after his death, &c. to proſecute any actions, ſuits or plaints for the recovery of all or any the debts, duties or demands in the ſaid Schedule annexed to this preſent Indenture, called, &c. contained or mentioned, againſt all or any of the debtors therein named, their, &c. and the ſame actions, ſuits and plaints, and every or any of them, at the like coſts and charges of the ſaid R. S. his, &c. without the let, trouble, contradiction, or the unjuſt plea in bar, ariſing from any act heretofore done by the ſaid R. S. his, &c. to proſecute and purſue until judgment and execution thereupon ſhall be had and taken; and all ſuch ſum or ſums of money, as ſhall upon or by reaſon of any ſuch ſuit or ſuits, happen to be recovered, had, levied or received,

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to take and keep, to the only uſe and behoof of the ſaid R. S. his, &c. without any accompt, or other thing therefore to be rendred or yielded to the ſaid R. his, &c. or any of them; ratifying, &c. all and every action, act and thing, which the ſaid R. his, &c. ſhall make, do, commit or execute, or cauſe, &c. in or about the premiſſes, for or touching the recovery, or receiving of all or any the ſaid debts in the ſaid Schedule mentioned. And the ſaid R. E. his, &c. doth by theſe preſents covenant, &c. to and with the ſaid R. S. his, &c. that the ſaid R. E. hath not heretofore releaſed or diſcharged, nor that he, his, &c. ſhall or will releaſe or diſcharge all or any the debts, duties, ſums of money or demands in the Schedule, &c. without the conſent or agreement of the ſaid R. S. his, &c. firſt had and obtained in writing under his or their hand, or voluntarily or willingly diſcontinue, diſavow, or be non-ſuted in, or make any retraxit, or otherwiſe diſcharge, to hinder or delay any ſuch action, ſuit or plaint, which the ſaid R. E. his, &c. ſhall at any time hereafter commence, &c. in the name of the ſaid R. S. for recovery or obtaining of all or any the ſaid, &c. in the ſaid Schedule, &c. mentioned. But that the ſaid R. E. his, &c. ſhall and will from time to time, and at all times hereafter, juſtifie, avow, &c. all and every ſuch actions, ſutes, &c. which he the ſaid R. S. his, &c. ſhall at any time hereafter commence or proſecute at the coſts and charges of the ſaid R. S. his, &c. againſt any perſon or perſons, for recovery or obtaining of all or any the ſaid debts, &c. in the ſaid Schedule annexed to this preſent Indenture, called, &c. mentioned or expreſſed. Ratifying, &c. all and every matter and thing whatſoever, which the ſaid R. S. his, &c. or any of them, ſhall commence, make, do, execute or proſecute, for the receiving, recovering, levying, &c. the ſaid debts, &c. or any of them. And the ſaid R. S. for him, his, &c. and every of them, in conſideration of the premiſſes, doth by theſe preſents covenant and grant to and with the ſaid R. E. his, &c. and every of them, that he the ſaid R. S. his, &c. ſhall and will from time to time, and at all times hereafter ſufficiently acquit, diſcharge and ſave harmleſs the ſaid R. E. his, &c. and every of them, of and from all manner of damages, troubles, ſutes, arreſts, coſts and charges whatſoever, which ſhall be taxed upon, or happen to be had, brought, recovered, or obtained againſt the ſaid R. E. his, &c. goods, chattels or lands, for or by reaſon of any action, ſute, plaint, proceſs, judgment, arreſt or execution, which the ſaid R. S. his, &c. ſhall hereafter bring, commence, purſue or proſecute, or cauſe

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to be, &c. againſt any perſon or perſons, in the ſaid Schedule annexed to this preſent Indenture, called the firſt Schedule, named, contained or mentioned there, &c. for the recovering or obtaining of any the ſaid debts, duties, &c. in the ſaid Schedule mentioned. And the ſaid R. S. for him, his, &c. doth further covenant, grant, aſſign, ſet over, remiſe and releaſe unto the ſaid R. E. all and every the debts, obligations and bills obligatory, and ſeveral ſums of money, duties and demands in the ſaid Schedule called, &c. annexed to this preſent Indenture, allotted to the ſaid R. S. contained and expreſſed, and all Bills, Bonds obligatory, Writings and Specialties whatſoever, touching or concerning the ſame, or any of them, and all his part, portion, intereſt or demand therein or thereunto, or of any part or parcel thereof, together with all ſuch benefit and commodity as the ſaid R. S. his, &c. can or may lawfully have, take, or receive, upon or by reaſon of any the ſaid debts, duties, or demands contained or expreſſed in the ſaid Schedule, &c. And that all and every the ſeveral ſums of money in the ſaid Schedule, &c. annexed to theſe preſents, contained and expreſſed, ſhall be and remain fully and wholly to the ſaid R. S. his, &c. without let, trouble or contradiction, or without any accompt, or other thing to be therefore rendred or yielded unto the ſaid R. S. his, &c. or any of them. And the ſaid R. S. doth by theſe preſents further covenant, promiſe and grant, to and with the ſaid R. E. his, &c. That neither the ſaid W. S. in his life-time, nor the ſaid R. S. ſithence the time of his deceaſe, nor either of them heretofore have not received, releaſed or diſcharged, nor that the ſaid R. S. his, &c. ſhall or will receive, releaſe or diſcharge all or any the ſaid debts, duties, ſum or ſums of money, or demands in the ſaid Schedule contained and expreſſed, and allotted to the ſaid R. E. for his part of the premiſſes, as aforeſaid, without the conſent of the ſaid R. E. his, &c. thereunto firſt had and obtained in writing, under his or their hands. Nor otherwiſe voluntarily or willingly diſcharge, hinder, or delay any action, ſuit or plaint whatſoever, which the ſaid R. E. his, &c. ſhall at any time hereafter commence, &c. for recovery or obtaining of all or any the ſaid debts, &c. in the ſaid Schedule, &c. mentioned. And whereas the debt-books, and other books, bills, bonds, obligations and ſpecialties, wherein the debts, duties and demands before-mentioned, and wherein and whereby any wares or merchandizes were ſold, or delivered to the perſons in the ſaid Schedule named, are contained or expreſſed, are now in the hands

hands and poſſeſſion of the ſaid R. S. therefore the ſaid R. S. doth covenant for himſelf, his, &c. to deliver the ſame to the ſaid R. E. his, &c. upon demand, and ſhall and will likewiſe upon the like requeſt, at the place aforeſaid, produce and ſhew forth to the ſaid R. E. the ſaid book called the debt-book, and all other books, ſcores and writings, which remain in the hands, poſſeſſion or cuſtody of the ſaid R. S. wherein the debts, duties or demands, or any of them contained in the ſaid Schedule, &c. are mentioned or expreſſed, or whereby or wherein any wares or merchandizes, touching or concerning the ſame, were ſold or delivered to any the perſons in the ſaid Schedule, &c. whereby the ſaid R. E. may have and take the view and benefit and uſe thereof, to be ſhewed or produced forth in any Court or Courts of Record, or elſewhere, for the declaring, proving or recovering of all or any the ſaid debts in the ſaid Schedule, &c. or other occaſions whatſoever, without any let, &c. In witneſs, &c.

A Conveyance from J. T. *and* El. *his wife, (being tenant in tail) to* R. E. *and* El. *his wife, and the heirs and aſſigns of* R. H. *for ever.*

THis Indenture, &c. between J. T. of, &c. Gent. and *Elinor* his wife, Couſin and next Heir of T. L. late of the City of, &c. Gent. deceaſed without iſſue of his body, (that is to ſay), the only daughter and Heir of W. L. Gent. elder Brother and Heir of the ſaid T. L. of the one part, and R. H. of, &c. and El. his wife, of the other part, witneſſeth, That they the ſaid J. T. and El. his wife, as well for and in conſideration of the ſum of 210 *l.* of, &c. by the ſaid R. H. unto them the ſaid J. T. and El. his wife, at the enſealing and delivery of theſe preſents, well and truly in hand paid, the receipt whereof they the ſaid J. T. and El. his wife, do hereby acknowledge, and thereof, and every part and parcel thereof, do fully, clearly, and abſolutely acquit, exonerate and diſcharge the ſaid R. H. his heirs, executors and adminiſtrators, and every of them by theſe preſents, Have granted, aliened, bargained, ſold and confirmed, and by theſe preſents, &c. unto the ſaid R. H. and El. his wife, all that one Meſſuage or Tenement, &c. together alſo with all and ſingular the Rooms, Cellers, Sollers, Halls, Parlours, Chambers, Houſes, Houſings, Vaults, Pavements, Courts, Yards, Eaſements, and other Hereditaments, Emoluments and Appurtenances whatſoever, unto the ſaid Meſſuage or Tenement and Premiſſes, or any of them appurtenant, belonging or appertaining, or had, uſed, demiſed, occupied

occupied or enjoyed as part, parcel or member thereof, or as thereunto, or to any part thereof belonging or appertaining, and the reverſion and reverſions, remainder and remainders of them, and every of them. And alſo they the ſaid J. T. and El. his wife, for the conſideration aforeſaid, have granted, bargained and ſold, and by, &c. unto the ſaid R. H. his heirs and aſſigns, all and ſingular Letters-Patents, exemplifications of fines and recoveries, chirographies of fines, Charters, Deeds, Indentures, Counterpanes, Writings, Evidences, Eſcripts and Minuments whatſoever, concerning only the premiſſes hereby mentioned to be bargained and ſold, or only any part thereof, and which now are in the hands, cuſtody or poſſeſſion of the ſaid J. T. or of any other perſon or perſons, by his delivery or appointment, or to his uſe, or to the uſe of the ſaid El. his wife, and which he may have obtained or come by, without ſuit in the Law; and alſo true Copies of all ſuch other Letters-Patents, Exemplifications of fines or recoveries, Chirographies of fines, Charters, Deeds, Indentures Counterpanes, Writings, Evidences, Eſcripts and Minuments whatſoever, amongſt other things concerning the premiſſes, or any part thereof, and which now are in the hands, cuſtody or poſſeſſion of the ſaid J. T. or any other perſon or perſons, by his delivery or appointment, or to his uſe, or which he may have, obtain or come by, without ſuit in the Law; all and ſingular which ſaid Letters-Patents, Exemplifications, Chirographies, Charters, Deeds, Indentures, Counterpanes, Writings, Evidences, Eſcripts, and Minuments, ſo hereby bargained and ſold by the ſaid J. T. he the ſaid J. T. doth hereby grant and agree to deliver, or cauſe to be delivered to the ſaid R. H his heirs or aſſigns, on this ſide the Feaſt of the Annuntiation of the bleſſed Virgin *Mary* now next coming, ſafe, uncancelled and undefaced, as now the ſame are, together with the ſaid Copies, the writings of the ſaid Copies to be paid for by the ſaid R. H. to the receipt of the ſaid Copies, to have and to hold the ſaid Meſſuage or Tenement and Backſide, and all and ſingular other the premiſſes hereby mentioned to be bargained and ſold, and every of them, with their and every of their appurtenances, and the reverſions and remainders of them, and every of them, unto the ſaid R. H. and El. his wife, and the heirs and aſſigns of the ſaid R. H. to the only proper uſe and behoof of the ſaid R. H. and El. his wife, and the heirs and aſſigns of the ſaid R. H. for ever, without any mortgage, condition, redemption, uſe or limitation to recal, alter, charge or determine the ſame, to be holden

holden of the chief Lord or Lords of the Fee or Fees, whereof the premiſſes have been holden by the rents and ſervices thereof due and of right accuſtomed. And the ſaid J. T. for himſelf, his heirs, executors and adminiſtrators, doth covenant and grant to and with the ſaid R. H. his Heirs and Aſſigns, and to and with every of them by theſe preſents, that the ſaid *El.* his Wife, is ſeized of the reverſion of the ſaid bargained premiſſes of an eſtate to her and the Heirs of her body lawfully begotten, immediately expectant upon an eſtate for the life of *Hellen Cl.* now wife of *Leo Cl.* of, &c. Gent. with further remainder or reverſion immediately expectant upon the ſaid eſtate tail, to the right Heirs of the ſaid *El.* for ever (without any reverſion or remainder of the ſame, or of any part thereof, in our Sovereign Lord the King, or otherwiſe) of the full, abſolute reverſion in fee-ſimple expectant, upon the ſaid eſtate for life of the ſaid *Hellen.* And the ſaid J.T. for himſelf, his Heirs, Executors, and Adminiſtrators, doth covenant and grant to and with the ſaid R. H. his Heirs and Aſſigns, and to and with every of them by theſe preſents, that they the ſaid R.H. and *El.* his wife, and the Heirs and Aſſigns of the ſaid R. H. and every of them, ſhall and may from time to time, and at all times hereafter for ever, after the deceaſe of the ſaid *Hellen*, peaceably and quietly have, hold, occupy, poſſeſs and enjoy the ſaid Meſſuage or Tenement, Backſide and Premiſſes, without the let, interruption, trouble, expulſion or eviction of the ſaid J. T. and *El.* his wife, or either of them, or of their or either of their Heirs, of their or either of their bodies begotten, or to be begotten, or any other Heir or Heirs of T.C. Gent. deceaſed, and without any lawful let, trouble, interruption, expulſion or eviction of any other perſon or perſons whatſoever, now having, or lawfully claiming to have any manner of eſtate, right, title, intereſt, thing or demand of, in, to, or out of the ſaid bargained premiſſes, or any of them, by, for, from, or under them, or any of them, or by, from or under the ſaid *Hellen*, or by their or any of their means, conſent or procurement, (except ſuch perſon and perſons which may lawfully claim under the leaſes and eſtates herein after excepted) and freed and diſcharged, or otherwiſe within convenient time, after reaſonable requeſt, well and ſufficiently ſaved and kept harmleſs and indempnified by the ſaid J. T. his Heirs, Executors and Adminiſtrators, or ſome or one of them, of and from all and all manner of former

mer and other bargains, ſales, gifts, grants, alienations, eſtates, leaſes, joyntures, dowers, uſes, wills, entails, rents, charges, rents-ſeck, and arrerages of all manner of rents, ſtatutes-merchant, and of the ſtaple recognizances, judgments, executions, fines, poſt fines, and of and from all other titles, troubles charges and incumbrances whatſoever heretofore had, made, done, committed, omitted, or wittingly or willingly ſuffered or procured, or hereafter to be had, made, done, committed, wittingly or willingly ſuffered or procured by the ſaid *J. T.* and *El. T. L.* and *H* or either or any of them, their or either, or any of their heirs, or aſſigns, or by any other perſon or perſons whatſoever, by their or any either of their means, aſſent, conſent or procurement, one eſtate thereof heretofore made by the ſaid *T. L.* and *Hellen* his late wife, by fine and other aſſurances to the uſe of the ſaid *T. L.* and *Hellen*, and the heirs of the ſaid *T. L.* and one Leaſe made by the ſaid *Hellen* and *J. T.* and *El.* his wife to *R.* by Indenture bearing date *April* 25, in the Twelfth year, &c. and all arrerages of rents, now accrued or to accrue, by reaſon of the ſame, and one other Leaſe made by the ſaid *J. T.* and *El.* to the ſaid *Hellen*, for One hundred years, for better ſecurity of payment of ſix pounds *per annum*, to the ſaid *Hellen*, and her aſſigns, during her life only excepted, and fore-prized: and the ſaid *J. T.* for himſelf, his executors and adminiſtrators, doth covenant and grant, to and with the ſaid *R. H.* and *El.* his wife, and the heirs and aſſigns of the ſaid *R. H.* by theſe preſents, that they the ſaid *J. T.* and *El.* his wife, and either of them, and their and either of their heirs, and all and every other perſon and perſons, now having, or lawfully claiming to have, or which at any time hereafter ſhall or may lawfully claim to have any eſtate, right, title or intereſt, of, in or to the ſaid premiſſes, and every or any of them, by, from, or under the ſaid *J. T.* and *El.* his wife, and *T. L.* or by, from or under either or any of them, other than the ſaid *Hellen*, and ſuch as may claim under her, for her eſtate, as aforeſaid, and other than ſuch, which may claim under the ſaid excepted Leaſes, or either of them, ſhall and will from time to time, and at all times after the date of theſe preſents, at and upon the reaſonable requeſt, and only coſt and charges in the Law of the ſaid *R. H.* and *El.* his wife, and the heirs and aſſigns of the ſaid *R. H.* or any of them, do, make, knowledge, execute and ſuffer, or cauſe to be done, made, knowledged, executed and ſuffered, all and every ſuch further, lawful and reaſonable act and acts, thing and things, device

and devices, aſſurances and conveyances in the Law whatſoever, which ſhall be or may be for the more better and perfect aſſurance, ſure-making and conveying of all and ſingular the ſaid bargained premiſſes, and every part and parcel thereof, with the appurtenances unto the ſaid *R. H.* and *El.* his wife, and the heirs and aſſigns of the ſaid *R. H.* to the only proper uſe and behoof of the ſaid *R. H.* and *El.* his wife, and of the heirs and aſſigns of the ſaid *R. H.* for ever, according to the true intent and meaning of theſe preſents, be it by fine, feoffment, recovery, with ſingle, double, or more voucher or vouchers, over Deed or Deeds, inrolled or not inrolled, the inrollment of theſe preſents, releaſe or confirmation with warranty, or without warranty, or by all, every, or as many of the ſaid ways and means, as by the ſaid *R. H.* and *El.* his wife, his heirs or aſſigns, or his or their or any of their Council learned in the Law, ſhall be reaſonably deviſed, adviſed and required, ſo as for the making, doing, knowledging, executing, ſuffering or performing ſuch further acts, things, devices, aſſurances and conveyances, or any of them, the perſon or perſons that are to make ſuch further aſſurance by force of this covenant, or any of them, be not compelled to travel above the ſpace of twenty miles, nor by ſuch acts, things, devices, aſſurances or conveyances, or any of them, be compelled or compellable, to warrant, acquit or defend the premiſſes, or any of them, more largely, or more generally, than only againſt acts, charges, titles, troubles and incumbrances, had, made or done, or wittingly or willingly, ſuffered by them, or by any of their means, aſſent, conſent, privity or procurement, but not in any ways, to warrant againſt the ſaid leaſes and eſtates before excepted, or either or any of them. And moreover it is covenanted, granted, concluded and agreed upon, by and between all and every the ſaid parties to theſe preſents, that all and every fines, feoffments, recoveries, acts, things, aſſurances and conveyances in the Law whatſoever, hereafter to be had, made, levied, ſuffered, executed or performed, of the ſaid premiſſes or any part thereof, and whereunto the ſaid *J. T.* and *E.* his wife, or either of them, or their or either of their heirs ſhall in any wiſe be party or parties, vouchee or vouchees, ſhall be and enure, and ſhall be deemed, conſtrued, reputed, adjudged, and taken to be and enure, to the only proper uſe and behoof of the ſaid *R. H.* and *E.* his wife, and of his heirs and aſſigns for ever, and to none other uſe or uſes, intents or purpoſes whatſoever. And this Indenture further witneſſeth, That the ſaid *J. T.* for the conſideration aforeſaid,

ſaid, hath granted, bargained, ſold and confirmed, and by, &c. unto the ſaid *R. H.* his executors, adminiſtrators and aſſigns, all ſuch goods, implements, houſhold ſtuff, utenſils, and things which are mentioned in a Schedule indented, hereunto annexed; and doth hereby alſo covenant and grant to and with the ſaid *R. H.* his executors, adminiſtrators and aſſigns, that he hath full power and ſufficient and good right and property to grant the ſame accordingly: and the ſaid *J. J.* for himſelf, &c. doth covenant to and with the ſaid *R. H.* his heirs and aſſigns, that he, his heirs and aſſigns, ſhall and will at all times hereafter, upon the requeſt, and at the charges of the ſaid *R. H.* his heirs and aſſigns, ſhew, or cauſe to be ſhewn forth in any Court of Law or Equity, or other place neceſſary, all Evidences which he or they ſhall have in their hands, or may lawfully come by, without ſuit of Law concerning the ſaid bargained premiſſes, or any part thereof, for maintenance of his eſtate hereby mentioned, to be aſſured unto him and his heirs, and ſhall and will permit and ſuffer the ſame to remain in ſuch Court or place, ſo long as ſhall be neceſſary in ſuch behalf. In witneſs whereof, &c.

Robert Farr *being ſeized of a Tenement in fee with remainders, (wherein* Eliz. Farr *hath an eſtate for her life) having levied a fine, now ſuffereth a recovery, and ſelleth and aſſureth the ſame to* Robert Black, *and his heirs in fee-ſimple by the ſubſequent deed.*

THis Indenture *Quadripartite*, &c. between *Robert Farr* Son and Heir of, &c. *G. G.* and *E. Ar.* of, &c. of the firſt part, *Robert Black* of, &c. of the ſecond part, *W. H.* and *T. H.* of, &c. of the third part, and *J. P.* and *H. Bl.* of the fourth part, witneſſeth, That for and in conſideration of the ſum of two hundred pounds of, &c. to the ſaid *R. F.* before the enſealing and delivery hereof, well and truly ſatisfied and paid by the ſaid *R. Bl.* whereof the ſaid *R. F.* doth by theſe preſents acknowledge the receipt, and whereof, &c. He the ſaid *R. F.* and the ſaid *G. G.* and *E. Ar.* at his requeſt and nomination have, and every of them hath (by and with the conſent and direction of the ſaid *R. B.*) granted, bargained, ſold, aliened and confirmed, and by, &c. unto the ſaid *W. F.* and *T. T.* all that great meſſuage, &c. together with all Houſes, Buildings, &c. and the Rents, Services, Reverſions and Remainders thereof, and alſo all the eſtate, right, title,

intereſt, challenge, claim and demand whatſoever, of them the ſaid *R. E. G. G.* and *E. Ar.* and every or any of them, of, in and to the ſaid granted Tenement, &c. and alſo all Deeds, Evidences, Charters, Writings, Eſcripts and Minuments whatſoever, which do touch or concern the ſaid granted premiſſes, or any part thereof, To have and to hold the ſaid Meſſuage or Tenement, Garden and Premiſſes, before hereby granted or conveyed, or mentioned or intended to be hereby granted and conveyed, and every part and parcel thereof, with the appurtenances, unto the ſaid *W. F.* and *T. Y.* their heirs and aſſigns, to the only uſes, intents and purpoſes hereafter in theſe preſents limited, expreſſed and declared, that is to ſay, to the uſe of them the ſaid *W. F.* and *T. Y.* and of their heirs, until a good and perfect common recovery ſhall be in due form of Law, at the coſts and charges of the ſaid *R. B.* or his heirs, had and executed, of and for the ſaid hereby granted, or intended to be granted, Meſſuage, Tenement and Premiſſes againſt them the ſaid *W. F.* and *T. Y.* before the Juſtices of the Court of Common-pleas at *Weſtminſter*, according to the uſual courſe of common Recoveries in the ſame Court uſed for aſſurance of Lands and Tenemenrs, in which recovery the ſaid *I. P.* and *H. B.* ſhall be demandants and recoverers, and the ſaid *R. F.* ſhall be vouched to warrant, ſo as ſuch recovery ſo to be had, be had and executed before the end of the Term of St. *Hillary* next enſuing the date hereof, and from and after the full execution of the ſaid recovery (in caſe the ſame ſhall be had and executed before the end of the ſame Term of St. *Hillary*, the ſaid Recoveries intended ſhall ſtand ſeized, or in caſe the ſaid recovery intended to be had, ſhall not be had and executed by the time aforſaid) then from and after the end of the ſame Term of St. *Hillary*, to the uſe of the ſaid *R. B.* and of his heirs and aſſigns for evermore, and to and for none other uſe, intent or purpoſe, to be holden of the chief Lord or Lords of the Fee or Fees of the premiſſes by the rents and ſervices therefore due, and of right accuſtomed; and the ſaid *R. F.* for himſelf, his heirs, executors and adminiſtrators, and for every of them, doth covenant, promiſe and grant, to and with the ſaid *R. B.* his heirs and aſſigns by theſe preſents, that for and notwithſtanding any act, matter or thing, had, made or done to the contrary by him, and the ſaid *E. F.* his Father deceaſed, or either of them, (except as herein after is excepted) the ſaid *R. F. G. G.* and *E. A.* or ſome of them, are, or one of them is, at the enſealing and delivery hereof, the true and lawful owners or owner of the

ſaid

ſaid granted, or intended to be granted premiſſes, and every part and parcel thereof, and of and in the ſame, and every part and parcel thereof lawfully and rightfully ſeized of a good, ſure, ſufficient and abſolute eſtate of inheritance in Fee-ſimple, in his or their own right, and to the only uſe of them, or ſome or one of them, his or their heirs, by good aſſurance, right or title in the Law indefeazible, without any reverſion, remainder, or further intereſt in the Commonwealth, or any other perſon or perſons, whatſoever, and alſo that notwithſtanding as aforeſaid, (except as herein after is excepted) the ſaid *R. F. G. G.* and *E. A.* or ſome or one of them have or hath, at the time of the enſealing and delivery hereof, full power, good right and lawful authority, to grant, convey and aſſure the ſaid granted or intended to be granted premiſſes, and every part and parcel thereof, in manner and form aforeſaid, and according to the true intent and meaning thereof: and further alſo, that the ſaid granted Meſſuage, Tenement and Premiſſes, and every part thereof, with their appurtenances, now be and are, and ſo from time to time, and at all times hereafter, ſhall or may be, remain and continue to the uſes, intents and purpoſes aforeſaid, in manner and form aforeſaid, and according to the true intent and meaning of theſe preſents, clearly acquitted *(freed)* and diſcharged of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Leaſes, Mortgages, Joyntures, Dowers, Wills, Covenants, Intails, Statutes merchant, and of the ſtaple, recognizances, Judgments, executions, extents, rents, charge rents, ſeck, arrerages of rents, and of and from all other titles, charges, troubles & incumbrances whatſoever at any time heretofore had, made, done, committed, omitted or ſuffered to be done, or at any time hereafter to be had, made, done, committed, omitted, or ſuffered to be done by him the ſaid *R. F.* and the ſaid *E. F.* his father, or either of them, except an Eſtate aſſured to and upon *E. H.* widow, late wife of the ſaid *E. F.* by him the ſaid *E.* for the term of the life of the ſaid *E.* of the premiſſes hereby conveyed, or intended to be conveyed, which is intended to be rendred for the better execution of the ſaid intended recovery, and alſo except a bargain and ſale lately made by the ſaid *R. F. G. G.* and *E. A.* to the ſaid *W. F.* and *T. Y.* of the ſame premiſſes, to hold from *December* 20, laſt paſt, for the term of one whole year, which bargain and ſale was intended, and made for the better execution of theſe preſents; and the ſaid *R. F.* for himſelf, his heirs, executors and adminiſtrators, doth further covenant, promiſe and grant to and

with the ſaid *R. B.* his heirs and aſſigns by theſe preſents, that he the ſaid *R. B.* his heirs and aſſigns, ſhall or lawfully may from time to time, and at all times hereafter for ever, according to the true intent and meaning of theſe preſents, peaceably and quietly enter into, have, hold and enjoy the ſaid granted Meſſuage, Tenement, Garden and Premiſſes, and every part and parcel thereof with the appurtenances, without any let, interruption, challenge, claim, diſturbance, eviction, ejection, moleſtation, hindrance or denial, of or by the ſaid *R. F.* or of or by any other perſon or perſons whatſoever, having or claiming, or pretending to have any lawful eſtate, right, title or intereſt in or to the premiſſes or any part thereof, from, by or under him, or his ſaid Father deceaſed, (except the ſaid *El. F.* and ſuch as ſhall or may claim, for, by, from or under, and only for, by, from or under the eſtate for life of the ſaid *El. F.* and the bargain and ſale before herein excepted) and further alſo, that he the ſaid *R. F.* and his heirs, and all and every other perſon and perſons, having or claiming to have, or that ſhall or may have, or claim to have any right, title, eſtate or intereſt, of, in or to the premiſſes, from, by or under him, or his ſaid Father, (except before excepted) ſhall and will from time to time, and at all times hereafter, during the ſpace of ten years next enſuing the date hereof, upon the reaſonable requeſt, and at the coſts and charges of the ſaid *R. B.* his heirs or aſſigns, make, do, ſuffer, acknowledge and execute, or cauſe to ſuffer to be done and executed, all ſuch further and other lawful and reaſonable acts, things and aſſurances, for the further, better and more perfect granting, aſſuring and conveying of the ſaid Meſſuage, Tenement, Garden and Premiſſes, before hereby granted or mentioned, meant or intended to be hereby granted, with the appurtenances, to the uſe of the ſaid *R. B.* his heirs and aſſigns for ever, according to the true meaning of theſe preſents, as by him the ſaid *R. B.* his heirs or aſſigns, or by his or their Council learned in the Law, ſhall be in that behalf reaſonably deviſed, or adviſed and required, ſo for the making of ſuch further aſſurance, neither the ſaid *R. F.* nor any other perſon, by whom ſuch aſſurance is to be made, ſhall be compelled or compellable to travel for the doing thereof further than the Cities of *London* or *Weſtminſter*, and ſo as ſuch further aſſurance contain not, nor imply any further or more general warrant or acquittal, than is before herein comprized. And it is concluded and agreed by and between the ſaid parties to theſe preſents, that all and every fine and

fines,

fines, recovery and recoveries, and other assurances whatsoever, at any time heretofore had, made, suffered or executed of the premisses, or at any time hereafter to be had or executed of the premisses, or any part thereof, either alone by it self, or together with any other Lands, Tenements or Hereditaments, and whereunto the said *R. F.* hath been, or he or his heirs shall be in any sort consisor or consisors, vouchee or vouchees, party and parties, shall be and enure, and shall be deemed, adjudged and taken to be and enure, as touching the said granted premisses, to and for the only use of the said *R. B.* and of his heirs and assigns for ever, and to and for none other use, intent or purpose whatsoever; provided always, and it is the true intent and meaning of these presents, and of all the parties hereunto, that neither these presents, nor any thing therein contained, shall extend, or be construed to extend to charge the said *G G.* and *E. Ar.* or either of them, their or either of their heirs, with or for any warranty to acquittal of the said premisses, or any other thereof, other than against him and themselves respectively, and his and their respective heirs. In witness, &c.

Note.

A demise, bargain and sale was made by *R. H. G. G.* and *E. A.* to *W. F.* and *T. Y. Hibend.* to them for one year, from *Decemb.* 25 last, that the estate of Free-hold might rest in them without livery.

Note.

A Surrender is made to *El.* to *R. F.* of her estate for life; for otherwise *W. F.* and *T. Y.* could not have been made perfect Tenants of the Free hold.

John Vaugh *(seized of a Tenement* jure uxoris *for her life, the remainder in fee-tail belonging to* Tho. M. *) together with his wife, and the Tenant in tail, conclude to convey the same to* T. S. *and his heirs, the assurance is by fine and recovery intended to be executed, the use whereof being to* T. S. *and his heirs, is directed by the following Deed; wherein are comprized necessary Covenants.*

THis Indenture Quadripartite, made, &c. between *J. V.* of, &c. and *Mary* his wife, late the wife of *E. M.* late of, &c. deceased, of the first part, *Tho. M.* of &c. Son and Heir of the said *E. M.* on the body of the said *Mary* begotten, of the second part, *T. S.* of, &c. of the third part, and *W. F.* of, &c of the fourth part. Whereas the said *J. V.* and *M.*

his wife, ſtand ſeized in the right of the ſaid *M.* of an eſtate of free-hold, for term of the life of the ſaid *M.* the remainder thereof in fee-tail to the ſaid *T. M.* party to theſe preſents, belonging with divers remainders over, of and in all that one great or Capital Meſſuage, &c. and alſo of and in all Houſes, Edifices, &c. witneſſeth now this preſent Indenture, that for and in conſideration of the ſum of 600 *l.* of &c. to the ſaid, &c. well and truly paid and ſatisfied, it is concluded and agreed by and between the ſaid parties to theſe preſents, that for and in conſideration of inheritance in fee-ſimple, ſhall be conveyed, ſetled and aſſured to and upon the ſaid *T. S.* of and in all and ſingular the ſaid great Capital Meſſuage or Tenement and Manſion-houſe, now uſed as two houſes, as aforeſaid, and all other the premiſſes before mentioned, with their and every of their rights, members and appurtenances, and that to that end, intent and purpoſe, the ſaid *John V.* and *Mary* his wife, and *Tho. M.* party to theſe preſents, ſhall and will before the end of *Michaelmas* Term, now next enſuing the date hereof, acknowledge and levy to the ſaid *W. F.* and his heirs, one fine *ſur connuzance de droit come ceo*, &c. to be ſued out with Proclamations, according to the form of the Statute in that caſe made and provided, of all and ſingular the ſaid Capital Meſſuage or Manſion houſe, and other the Premiſſes, with the appurtenances, by the name of two Meſſuages, with the appurtenances, in the Pariſh of, &c. or by ſome other apt name or names, as by counſel ſhall be thought meet, to the intent to make the ſaid *W. F.* perfect Tenant of the free-hold of the premiſſes, that in one Writ of entry *ſur diſſeiſin en le poſt*, iſſuing out of the High-Court of Chancery, and to be returnable before the Juſtices of the Court of Common-pleas at *Weſtminſter*, may be obtained and ſued out, whereby the ſaid *T. S.* ſhall demand againſt the ſaid *W. E.* all the ſaid Capital Meſſuage or Manſion-houſe and Premiſſes, by ſome apt name or names, as by counſel ſhall be adviſed, to which Writ the ſaid *W. F.* ſhall appear in perſon, or by Attorney thereunto lawfully authorized, and after count or declaration againſt him by the ſaid *T. S.* he the ſaid *W. F.* ſhall make defence by words of courſe, and vouch to warranty the ſaid *T. M.* party to theſe preſents, who ſhall likewiſe appear in perſon, or by his Attorney in that behalf lawfully and ſufficiently authorized, and after count or declaration againſt him by the ſaid *T. S.* ſhall make defence by words of courſe, and vouch to warranty the common vouchee, who ſhall appear in perſon at the

Bar

Bar of the ſaid Court of Common-pleas, and after declaration againſt him, ſhall make defence, and enter into the warranty, and afterwards make default; whereupon ſeveral judgments ſhall or may be had, that ſo a good and perfect common recovery with double voucher, according to the courſe of common recoveries in the ſaid Court of Common-pleas uſed, may be had and executed of the premiſſes: And this Indenture further witneſſeth, and it is the true intent and meaning of theſe preſents, and of the parties to the ſame, that the ſaid recovery ſo, or in any other manner to be had or executed, and the whole execution of the fine and recovery of the ſaid Capital Meſſuages and Premiſſes, to be had or executed, as aforeſaid, ſhall be and enure, and ſhall be deemed, adjudged, conſtrued and taken to be and enure, to and for the only proper uſe and behoof of the ſaid *T.S.* and of his heirs and aſſigns for ever, and to none other uſe, intent or purpoſe whatſoever. And the ſaid *John V.* for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe and grant, to and with the ſaid *T.S.* his heirs and aſſigns by theſe preſents, that ſaving and excepting the terms and eſtates herein after excepted) he the ſaid *J. V.* and *Mary* his wife, at the time of the enſealing and delivery hereof, are, and until the fine aforeſaid, by them to be levied, as aforeſaid, ſhall be fully executed, as aforeſaid, ſhall be ſeized in the right of the ſaid *Mary*, of a good eſtate of Free hold for the life of the ſaid *Mary*, of and in the Capital Meſſuage, Manſion-houſe and premiſſes before mentioned, to be ſetled and aſſured to or upon the ſaid *T. S.* or his heirs aforeſaid, and that the ſaid *J. V.* and *Mary* his wife, now have, and until as aforeſaid, ſhall have full power, good right, and lawful authority to convey and aſſure the premiſſes to the ſaid *T. S.* and his heirs, for the life of the ſaid *Mary*, according to the true intent and meaning of theſe preſents, and alſo that the ſaid Capital Meſſuage or manſion-houſe and Premiſſes before mentioned, or intended to be hereby ſetled or aſſured, as aforeſaid, and every part and parcel thereof, with the appurtenances, now be and are, and ſo from time to time, and at all times for ever, ſhall or may be, remain and continue unto the ſaid *T. S.* his heirs and aſſigns according to the limitation aforeſaid, and according to the true intent and meaning of theſe preſents, clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid *J. V.* his executors or adminiſtrators, well and ſufficiently ſaved and kept harmleſs of and from all former and other Grants, Leaſes, Morrgages, Eſtates, Acts,

Titles,

Titles, Charges, Troubles and Incumbrances whatſoever, had, made or done, or to be had, made, done or committed by him the ſaid *John V.* and *Mary* his wife, or either of them, except and foreprized one Leaſe of Indenture bearing date, &c. made and granted by the ſaid *J. V.* and *M.* his wife, and *T. M.* party to the preſents, of certain parts of the ſaid Capital Meſſuage, then, &c. for the term of 31 years, from the Feaſt of the birth of our Lord God, then laſt paſt, upon which is reſerved the yearly rent of 30*l.* and 10 *ſh.* and alſo excepted and foreprized ſuch term and Intereſt as *Tho. A.* hath in the other parts of the ſaid Capital Meſſuage, by vertue of a Leaſe heretofore made to *Simon L.* Mercer, deceaſed, for certain years yet to come, under the yearly rent of 44 *l.* and 10 *ſhillings*, which ſaid ſeveral yearly rents from henceforth, for and during the reſt and reſidue to come, of the reſpective terms before mentioned, to grow due and payable, it is concluded and agreed by and between the ſaid parties to theſe preſents, and every of them, and declared to be their true intent and meaning, ſhall continue, and be due and payable, and ought to be paid to the ſaid *T. S.* his heirs or aſſigns; and the ſaid *J. V.* for himſelf, his heirs, executors, and adminiſtrators, doth further covenant and grant to and with the ſaid *T. S.* his heirs and aſſigns by theſe preſents, that he the ſaid *T. S.* his heirs and aſſigns, ſhall or lawfully may from time to time, and at all times hereafter, for ever peaceably and quietly enter into, have, hold and enjoy all and ſingular the Capital Meſſuage, Manſion houſe and Premiſſes before mentioned, or intended to be hereby ſetled or aſſured, and every part and parcel thereof, with their and every of their rights, members and appurtenances, without any let, interruption, diſturbance or incumbrance, of or by them the ſaid *J. V.* and *Mary* his wife, or either of them, or of or by any other perſon or perſons lawfully claiming, or to claim, or having right or title from, by or under them, or either of them, their or either of their act, right, title or eſtate, except ſuch as ſhall or may claim by or under the Leaſes before excepted, or either of them, and for the terms or intereſt in or by the ſame Leaſes granted only, and alſo that he the ſaid *J. V.* and *Mary* his wife, and either of them, ſhall and will from time to time, upon the reaſonable requeſt, and at the coſts and charges in the Law of the ſaid *T. S.* his heirs and aſſigns, make, do, ſuffer, execute and acknowledge all and every ſuch further and other lawful and reaſonable acts, things and aſſurances in the Law, containing or implying

no

no further or more general warranty or acquittal, than only againſt them the ſaid *J. V.* and *M.* his wife, and either of them, for the better aſſuring and ſure making of the ſaid premiſſes to the ſaid *T. S.* his heirs and aſſigns, as by him or them, or by his or their Council learned in the Law, ſhall be in that behalf reaſonably deviſed, adviſed or required, and ſo as for the doing thereof, neither the ſaid *J. V.* or *Mary* be compelled to travel above ten miles from the place of his or her reſpective dwelling or abode, at the time of ſuch requeſt to be made. And the ſaid *T. M.* party to theſe preſents, for himſelf, his heirs, executors and adminiſtrators, and every of them, doth covenant and grant, to and with the ſaid *T. S.* his heirs and aſſigns by theſe preſents, that ſaving and excepting the terms and intereſts herein before excepted, he the ſaid *T. M.* at the time of the enſealing and delivery hereof, is ſeized of a good, perfect and abſolute eſtate of inheritance in Fee-ſimple, of and in the ſaid Capital Meſſuage, Manſion houſe and premiſſes before mentioned, or intended to be ſetled or aſſured, and until, &c. ſhall be ſetled and aſſured to and on the ſaid *T. S.* his heirs and aſſigns, according to the limitation aforeſoid, and the true intent and meaning of theſe preſents, ſhall be ſeized of all and ſingular the ſame Capital Meſſuage, Manſion-houſe and premiſſes, with the appurtenances of a good, lawful and ſufficient eſtate of inheritance, in Fee-tail expectant, upon the death of the ſaid *Mary Vaughan*, and at the time of the enſealing and delivery hereof, hath, and until as aforeſaid, ſhall have full power, good right and lawful authority to convey, ſettle and aſſure the premiſſes, to and upon the ſaid *T. S.* his heirs and aſſigns for ever, in form aforeſaid, according to the true intent and meaning of theſe preſents, and alſo that all and ſingular the ſaid Capital Meſſuage or Manſion-houſe, and other the premiſſes before herein mentioned, or intended to be conveyed ſetled or aſſured, as aforeſaid, and every part and parcel thereof, with the appurtenances, now be and are, and ſo from time to time, and at all times hereafter for ever ſhall or may be, remain and continue unto the ſaid *T. S.* his heirs and aſſigns, according to the limitation aforeſaid, and the true intent and meaning of theſe preſents clearly acquitted, exonerated and diſcharged, or otherwiſe by him the ſaid *T. M.* party to theſe preſents, his heirs, executors or adminiſtrators, well and ſufficiently ſaved and kept harmleſs, of and from all and all manner of former and other bargains, ſales, Gifts, Grants, Leaſes, Mortgages, Eſtates, Joyntures, Dowers,

Dowers, Wills, Covenants, Entails, Statutes-merchant, and of the Staple, Recognizances, Judgements, Executions, Extents, Debts to the Commonwealth, Debts of Record, and of and from all other Titles, Charges, Troubles and Incumbrances whatſoever, at any time heretofore had, made done, committed or ſuffered to be done, or at any time hereafter to be had, made, done, committed or ſuffered to be done by them the ſaid T. M. and the ſaid E. M. his Father, and T. M. his Grandfather, or any of them, or by any other perſon or perſons whatſoever, the ſaid Leaſes therein before mentioned to be excepted, and either of them, and the ſaid Eſtate, for life of the ſaid M. V. and the Feefarm rent of Sixteen ſhilling, iſſuing, or yearly due and payable out of or for the ſaid premiſſes, to the Mayor and Commonalty of the ſaid City of B. only excepted and fore-prized, and the ſaid T. M. for himſelf, his heirs, executors and adminiſtrators, doth further covenant and grant to and with the ſaid T. S. his heirs and aſſigns by theſe preſents, that he the ſaid T. S. his heirs and aſſigns and his and their Farmers and Tenants ſhall, or Lawfully may from time to time, and at all times hereafter for ever peaceably and quietly enter into, have, hold, uſe, occupy, poſſeſs and enjoy all and ſingular the ſaid capital Meſſuage, Manſion-houſe and premiſſes before mentioned, or intended to be conveyed, ſetled or aſſured, and every part and parcel hereof, with the appurtenances, and take, receive and enjoy the rents, iſſues and profits thereof, to his and their own uſe, without any let, interruption diſturbrance or incumbrance of or by him the ſaid T. M. or his heirs, or of or by any other perſon or perſons whatſoever, claiming or to claim, or having or pretending to have any lawful Eſtate, Right, Title, intereſt or thing, of, in, to or out of the premiſſes, or any part thereof (except ſuch as ſhall or may claim for, by or under the Leaſes, or Eſtates and Rents before herein excepted, or any of them). And further, that he the ſaid *T.M.* and his heirs, and all and every other perſon and perſons, that ſhall or may claim from, by or under him, ſhall and will from time to time, and at all times hereafter, upon the reaſonable requeſt, and at the coſts and charges in the Law of the ſaid *T.S.* his heirs or aſſigns, make, do, ſuffer, execute and acknowledge, or cauſe to be made, done, ſuffered, executed and acknowledged, all and every ſuch further, and other reaſonable and lawful acts, things and aſſurances in the Law whatſoever, for the further and better aſſuring, ſure making, ſetling and conveying

veying to the ſaid *T. S.* his heirs and aſſigns, of all and ſingular the ſaid Capital Meſſuage or Manſion-houſe and premiſſes before hereby mentioned; or intended to be hereby ſetled, conveyed or aſſured, and every part and parcel thereof, by ſuch ways and means in the Law, as by him the ſaid *T. S.* his heirs or aſſigns, or by his or their Council learned in the Law, ſhall be in that behalf reaſonably deviſed or adviſed and required, ſo as for the doing thereof, the ſaid *T. M.* and ſuch others as are or ought to make ſuch further aſſurance by force of the Covenants, be not compelled or compellable to travel above Fifty Miles from the place of his or their reſpective dwelling or abode at the time of ſuch requeſt to be made: and it is declared to be the true intent and meaning of theſe preſents, and of all the parties to the ſame, that all fines, feoffments, recoveries, conveyances and aſſurances at any time hereafter to be had, levied, ſuffered, executed, or acknowledged, by or between the ſaid parties hereunto, or any of them, or any other perſon or perſons whatſoever of the ſaid capital meſſuage or manſion-houſe and premiſſes before mentioned, or any part thereof, either alone by it ſelf, or together with any other Lands, Tenements or Hereditaments, ſhall be and enure, and ſhall be deemed, adjudged, conſtrued and expounded to be and enure, to and for the only uſe and behoof of the ſaid *T. S.* and of his heirs and aſſigns for ever, and to none other uſe, intent or purpoſe; and the ſaid *I. V.* and *Mary* his wife, and *I. M.* party to theſe preſents, for the conſiderations aforeſaid, have granted, bargained and ſold, and by theſe preſents do grant, bargain and ſell to the ſaid *T. S.* and his heirs, all and every the Deeds, Charters, Evidences, Writings, Counterparts of Leaſes, Eſcrips and Minuments, which do touch or concern the ſaid meſſuage and Tenement, or any part or parts thereof, all which, or as many of them as now are, or be in the hands or poſſeſſion of the ſaid *I. V.* and *M.* his wife, or either of them, or any other perſon or perſons, to his, her, or their own uſe, or by his or her delivery, or in the hands or poſſeſſion of the ſaid *T. M.* party to theſe preſents, or of any other perſon or perſons, to his, or by his delivery, the ſaid *J. V.* for himſelf, his executors and adminiſtrators reſpectively, and the ſaid *T. M.* for him, his heirs, executors and adminiſtrators, do ſeverally and reſpectively covenant and agree, to deliver, or cauſe to be delivered, uncancelled and undefaced, or in as good condition and plight, as now the ſame are unto the ſaid *T. S.* his heirs or aſſigns, before the Feaſt day of the birth of our Lord God next enſuing the date

hereof

hereof. In witneſs whereof, all the ſaid parties to every part of this Indenture *Quadripartite*, have put their hands and ſeals, &c.

William King *(being ſeized of lands, and* &c. *in fee-tail with remainders) dyeth, having iſſue three daughters who as coheirs enter. Now* S.N. *and* Heſt. *his wife, one of the coheirs, (for the better conveying of* Hesters *third part to* J.F. *and his heirs) ſuffer a recovery, and by this Deed, together with the tenants of the free-hold, and the recoverers direct the uſe of the ſame recovery.*

THis Indenture Tripartite, &c. Between *Sam. N.* &c. and *Heſt.* his wife, (one of the Daughters and coheirs of *W. K.* late of, &c. deceaſed) of the firſt part, *J. F.* the younger of, &c. the ſecond part, and *T. Y.* of, &c. and *N. L.* and *B. T.* of the third part, witneſſeth, That whereas the ſaid *S. N.* and *Heſter* his wife, in the right of the ſaid *Heſter* were at the beginning of the Term of S. *Michael* now laſt paſt, and before ſeized in fee-tail, with divers remainders over, of and in one full third part (the whole into three equal parts to be divided, of all that tenement, &c. containing by eſtimation one yard land, with the appurtenances, ſet, lying and being in *Dundry* aforeſaid, in the ſaid County of *Somerſet*, and of and in all houſes, edifices, buildings, barns, ſtaples, orchards, gardens, backſides, lands, tenements, meadows, leaſows, paſtures, commons, common of paſture, woods, underwoods, profits, commodities, emoluments and hereditaments whatſoever, to the ſaid meſſuage and premiſſes, or any of them, or to any part and parcel of them belonging, or in any wiſe appertaining: and whereas the ſaid *S. N.* and *H.* his wife, being ſo ſeized as aforeſaid, ſince the beginning of the ſaid laſt Term of S. *Michael*, did, for and in conſideration of the ſum of 100 *l.* of, &c. to them by the ſaid *J. F.* before the enſealing and delivery hereof, well and truly paid and ſatisfied, whereof they do hereby acknowledge the receipt, and thereof and of every part and parcel thereof, do clearly acquit and diſcharge the ſaid *J. F.* his heirs, executors and adminiſtrators by theſe preſents, conclude and agree, to and with the ſaid *J. F.* to convey and aſſure to the ſaid *J. F.* his heirs and aſſigns for ever, to the only and proper uſe and behoof of him the ſaid *J. F.* his heirs and aſſigns for evermore, the one full third part of all and ſingular the tenement, cottages, lands and premiſes before

fore in theſe preſents mentioned or expreſſed, and of all and ſingular other the meſſuages, lands, tenements and hereditaments whatſoever within the Pariſh of *Dundry* and *Chiew* aforeſaid or either of them, whereof the ſaid *William King* the younger, (Father of the ſaid *Heſter*) in his life time, and at the time of his death was ſeized of an eſtate of inheritance by ſuch ways, means and aſſurance in the Law, as by the Council of the ſaid *J. H.* ſhould be adviſed and thought meet; and whereas it was adviſed and thought meet by the Council of the ſaid *J. F.* and concluded and agreed by and between the ſaid parties to theſe preſents, that a common recovery with double Voucher ſhould be ſufferd and executed of the ſaid third part, by the ſaid *S. M.* and *H.* his wife, of the meſſuages, tenements, cottage, land and premiſſes, before in theſe preſents mentioned or expreſſed, for the cutting off the ſaid intail, and barring all remainders, and for the aſſuring and ſetling of the inheritance of the ſame third part, to and on the ſaid *J. F.* his heirs and aſſigns for ever, in purſuance of which ſaid advice, concluſion and agreement, they the ſaid *S. N.* and *Heſter* his wife, by their Deed indented, bearing date the firſt day of this inſtant month of *November*, and inrolled in the High Court of Chancery the nineteenth day of the ſame month, (made between them the ſaid *S N.* and *Heſter* of the one part, and the ſaid *T Y.* of the other part) have granted, bargained and ſold to the ſaid *T. Y.* and his heirs, one full third part (the whole in three equal parts to be divided) of all and ſingular the tenement, cottage, lands and premiſſes before in theſe preſents mentioned or expreſſed, and of all and ſingular other the lands, tenements and hereditaments whatſoever, within the Pariſhes of *Dundry* and *Chiew* aforeſaid or either of them, whereof the ſaid *W. K.* the younger, (Father of the ſaid *Heſter*) in his life time, and at the time of his death was ſeized of an eſtate of inheritance, and the rents, reverſions and ſervices thereof, to be had and holden to the ſaid *T. Y.* perfect tenant of the free-hold of the premiſſes, that a good, perfect and common recovery, with double Voucher, might thereof be had and executed, in purſuance of, and according to the ſaid concluſion and agreement; and whereas afterwards in the ſame Term of *S. Michael*, according to the concluſion and agreement aforeſaid, the ſaid *N. L.* and *B. T.* did purſue out of the ſaid Court of Chancery one Writ of Entry *Sur diſſeiſin en le poſt*, returnable before the Juſtices of the Court of Common-Pleas at *Weſtminſter*, whereby the ſaid *N. L.* and *Ben. T.* demanded againſt the

the ſaid *T. Y.* the ſaid part of the meſſuage, tenement, cottage, lands, and things herein before mentioned or expreſſed, and by the ſaid concluſion and agreement, meant or agreed to be aſſured or conveyed to the ſaid *J. F.* and his heirs as aforeſaid, by the names of the third part of two meſſuages of thirty acres of land, of ten acres of meadow, of thirty acres of paſture, of three acres of wood, and common of paſture, with the appurtenances, in *Dundry* and *Chiew* in the County of *Somerſet*, to which Writ the ſaid *T. Y.* appeared in perſon, and after declarations againſt him by the ſaid *N. L.* and *B. T.* he the ſaid *T. Y.* appeared in perſon at the Bar of the ſaid Court, and vouched to warranty the ſaid *S. N.* and *H.* his wife, who likewiſe appeared in perſon, and did enter in the warranty, and afterward vouched over the common vouchee, who did likewiſe appear in perſon, and after declaration againſt him, made defence, and afterwards made default, whereby ſeveral judgments were had according to the courſe of common recoveries uſed in the ſaid Court of Common-pleas, witneſſeth now further this preſent Indenture, and it is hereby explained, declared and expreſſed, that the true intent and meaning of all the ſaid parties to theſe preſents before, and at the time of the ſuffering the ſaid recovery, was, and ever ſince hath been and yet is, that the ſaid recovery, and the whole execution thereof ſhould, and for ever hereafter ſhall be and enure, and the ſaid recoveries, and their heirs ſhall for ever hereafter ſtand and be ſeized of, and in the ſaid third part of the ſaid tenement, cottage, lands and premiſſes before mentioned, with the appurtenances, to and for the only proper uſe and behoof of him the ſaid *J. F.* and of his heirs and aſſigns for ever, and to or for none other uſe, intent or purpoſe whatſoever, and for that end and purpoſe (according to the advice of the Council, and the concluſion and agreement aforeſaid) the ſaid *S. N.* and *H.* his wife, for them and their heirs, and every of them do, and either of them doth by theſe preſents remiſe, releaſe and quit-claim all Errors, Writ and Writs of Error, cauſe and cauſes of Errors, miſpriſions and miſ-entries and demands, which they the ſaid *S.* and *H.* or either of them, their or either of their heirs have, or hereafter may or ought to have, for or by reaſon of any errours, miſpriſion, miſ entry, erroneous obtaining or proſecution of the ſaid Writ of Entry and Judgments aforeſaid, or any of them, or other matter or thing whatſoever, in or about, or any way touching or concerning the ſaid recovery, or any the proceeding

or

or proſecution thereof; And the ſaid *S. N.* for himſelf, his heirs, executors and adminiſtrators, and for every of them, doth covenant, promiſe and grant, to and with the ſaid *J. F.* his heirs and aſſigns, and to and with every of them by theſe preſents, that he the ſaid *S. N.* and *H.* his wife, at the time of the enſealing and delivery of the ſaid recited Deed, made to the ſaid *I. Y.* and before mentioned to be enrolled as aforeſaid, were lawfully and rightfully ſeized in the right of the ſaid *H.* of, and in one full third part (the whole in three equal parts to be divided) of all and ſingular the tenements, lands and premiſſes before herein mentioned in fee ſimple, or fee tail, and at the time of the enſealing the ſaid Deed as aforeſaid, had full power, good right, and lawful authority, to grant, convey, ſettle and aſſure the ſaid third part, in manner and form aforeſaid, according to the true intent and meaning of theſe preſents, and alſo that the ſaid third part of the ſaid tenement, land and premiſſes before herein mentioned, or intended to be conveyed, ſettled or aſſured to the ſaid *J. F.* as aforeſaid, now be and are, and ſo from time to time and at all times hereafter for ever ſhall or may be, remain and continue unto the ſaid *J. F.* his heirs and aſſigns, according to the limitation aforeſaid, and the true intent and meaning of theſe preſents, clearly acquitted, exonerated and diſcharged, or otherwiſe by them the ſaid *S. N.* and *Heſter*, their executors or adminiſtrators, well and ſufficiently ſaved and kept harmleſs, of and from all and all manner of former and other bargains, ſales, gifts, grants, leaſes, mortgages, eſtates, joyntures, dowers, wills, covenants, entails, ſtatutes-merchant and of the ſtaple, recognizances, judgments, executions, extents, debts to the Commonwealth, ſequeſtrations, debts of record, fines, iſſues, amerciaments, and of and from all other titles, charges, troubles and incumbrances whatſoever, at any time heretofore had, made, done, committed or ſuffered to be done, or at any time hereafter to be had, made, done, committed or ſuffered to be done by the ſaid *S. N.* and *Heſter*, *William King* the younger, and *william King* the elder, father and grandfather of the ſaid *H. K.* or any of them, or by any other perſon or perſons whatſoever, claiming or to claim, from, by or under them, or any of them. and the ſaid *S. N.* for himſelf, his heirs, executors and adminſtrators, and every of them, doth further covenant, promiſe and grant, to and with the ſaid *J. F.* his heirs and aſſigns, and every of them by theſe preſents, that he the ſaid *J. F.* his heirs and aſſigns, and his and their far-

mers and tenants, ſhall, or lawfully may from time to time, and at all times hereafter for ever, peaceably and quietly enter into, have, hold, uſe, occupy, poſſeſs and enjoy one whole third part of all and ſingular the Tenements Lands and premiſſes before mentioned, and take, receive and enjoy the rents, iſſues and profits thereof, to his and their own uſe, without any let, interruption, challenge, claim, diſturbance or incumbrance, of or by them the ſaid *S. N.* and *Heſter*, or either of them, their or either of their heirs; &c or of or by any other perſon or perſons whatſoever, lawfully claiming, or having, or pretending to have any lawful eſtate, right, title, intereſt or thing, of, in, to or out of the ſaid granted third part from, by or under the ſaid *Heſter*, and he the ſaid Father and Grandfather, or any of them. And further *For better aſſurance.* that the ſaid *S. N.* and *Heſter* his wife, and the heirs of the ſaid *Heſter* ſhall and will from time to time, and at all times hereafter, upon the reaſonable requeſt, and at the coſts and charges in the Law of the ſaid *J. F.* his heirs and aſſigns, make, do, ſuffer, execute and acknowledge, or cauſe to be made, done, ſuffered, executed and acknowledged, all and every ſuch reaſonable and lawful acts, things and aſſurances in the Law whatſoever, for the further and better ſetling, aſſuring, ſure making and conveying to the ſaid *J. F.* his heirs and aſſigns for ever, according to the true intent and meaning of theſe preſents, the ſaid third part before hereby mentioned or intended to be conveyed and aſſured of and in the tenements, lands and premiſſes aforeſaid, by ſuch ways and means in the Law, as by him the ſaid *J F* his heirs or aſſigns, or by his or their Council learned in the Law, ſhall be in that behalf reaſonably deviſed, or adviſed and required, for the making whereof, the ſaid *S. N.* or *Heſter* ſhall not be compelled to travel above twenty miles from the place of his, her, or their dwelling or abode, at the time of ſuch requeſt to be made, nor to enter into any further or more general warranty, or acquittal than is herein comprized, and the ſaid *S. N.* and *H.* his wife, for the conſiderations aforeſaid, have granted, bargained and ſold, and by, &c. to the ſaid *J. F.* his heirs and aſſigns, all Deeds, Charters, Writings and Evidences which do touch or concern the premiſſes aforeſaid, or any part thereof, and all the right title and demand of them the ſaid *S.* and *H.* of, in and to all and every or any the ſame Deeds, Evidences and Writings. In witneſs whereof, all the ſaid parties have to each part of this Indenture Tripartite, &c.

W.

W. B. *Being poſſeſſed of Lands*, &c. *for term of years* (*the inheritance of which Lands in fee-ſimple, were conveyed to* R. R. *and* W. B. *in truſt, to be diſpoſed of as* W. B. *and his wife ſhall appoint*) *contracts with* W. *for ſale, the aſſurance adviſed thus, That for keeping one foot the term, and preventing incumbrances, the term ſhould be granted to* W. D *himſelf, and the inheritance to* W. D. *his Son, the inheritance is conveyed to the Son, as followeth.*

THis Indenture, &c. between *w. B.* of, &c. *R. R.* and *w.* K. of, &c. of the one part, and *w. D.* and *w. D.* of, &c. witneſſeth, That for and in conſideration of the ſum of, &c. to the ſaid *W. B.* by the ſaid *W. D* the elder, before the enſealing hereof paid, as well for certain terms and intereſts by the ſaid *W. B.* to him the ſaid *W. D.* already made and granted of the parcels of Land herein after granted, as for the inheritance thereof, hereby intended to be granted and conveyed, the ſaid *R. R.* and *W. K.* at the requeſt of the ſaid *W. B.* and by the appointment, and with the atturnment of the ſaid *W. D.* the elder, have, and either of them hath granted, bargained, ſold, alienated and confirmed, and by, &c. to the ſaid *W. D.* the Son and his heirs, all that Meſſuage Tenement, &c. and all rents, reverſions, remainders and ſervices of the ſaid premiſſes, and all their and either of their right, title, intereſt, challenge, claim and demand whatſoever, of, in and to the ſame premiſſes, to have, hold and enjoy the ſaid, &c. unto the ſaid *W. D.* the Son, his heirs and aſſigns for ever, to his and their own uſe for evermore, to be holden of the chief Lord or Lords of the Fee or Fees of the premiſſes, by the rent and ſervice therefore due, and of right accuſtomed, and it is concluded and agreed by and between the ſaid parties, that neither theſe preſents, nor any thing therein contained, ſhall extend or be conſtrued to extend to bind or charge the ſaid *R. R.* and *W. K.* or either of them, their or either of their heirs touching the premiſſes, otherwiſe than againſt his and their own acts reſpectively. In witneſs whereof, &c.

Note.

That in reſpect of the Atturnment of Tenant, the eſtate of inheritance paſſeth legally without livery.

B. M. *being ſeized of Lands,* (jure uxoris) *ſhe being a co-heir purchaſeth of* J. B. (*to whom the eſtates of the co-heirs is come*) *all the Lands, the conveyance is by recovery concluded to be ſuffered by* J. B.

THis Indenture, &c. Between *J. B.* of, &c. Son and heir of *William Beaumont* late of, &c. deceaſed, and *M.* his Wife, one of the daughters and co heirs of *D. S.* Gent. deceaſed, of the one part, and *B. M.* of, &c. *William H. J. H.* of, &c. and *Rich. C.* of, &c. of the other part, witneſſeth, That the ſaid *John Beaumont*, for and in conſideration of the ſum of 200. *l.* of, &c. to him by the ſaid *B. M.* before, &c. whereof, &c. hath agreed to grant, convey and aſſure to the ſaid *B. M.* his heirs and aſſigns for ever, all that toft, and eight acres of Land by eſtimation, be they more or leſs, called, &c. and alſo common paſture for ſix young Beaſts, and one Houſe with the appurtenances in *Wickware Heath*, all which premiſſes are ſituate, &c. and now are in the tenure, holding, or occupation of the ſaid *B. M.* in the right of *E.* his wife, the daughter of *R. W.* deceaſed, for term of her life, and which ſaid premiſſes late were the inheritance of the ſaid *D. S.* and by and after his death, deſcended and came to his three daughters, *viz.* the ſaid *M. E.* the wife of *R. C.* and *B.* the wife of *J. M.* the parts and portions of which *E. C.* and *B.* he the ſaid *W. B.* purchaſed and dyed thereof ſeized. And alſo the ſaid *J. B.* for the conſiderations aforeſaid, hath agreed to grant, convey and aſſure to the ſaid *B. M.* his heirs and aſſigns for ever, all other the meſſuages, lands, tenements and hereditaments of him the ſaid *J. B.* within the pariſh of *W.* aforeſaid, and all rents, reverſions and ſervices of the premiſſes, and every part thereof, as by ſuch ways and means as by him the ſaid *B. M.* or his Council learned in the Law, ſhall be in that behalf reaſonably deviſed and required: and this preſent Indenture further witneſſeth, That the ſaid *J. B.* doth for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and grant to and with the ſaid *B. M.* his executors and adminiſtrators and aſſigns by theſe preſents, that he the ſaid J. *B.* ſhall and will before the end of *Eaſter* Term now next enſuing, by Deed indented and enrolled in the High Court of Chancery, bargain and ſell to the ſaid *W. H.* and J. *H.* and their heirs, all the ſaid toft and premiſſes, to have and hold to the ſaid *W. H.* and J. *H.* and their heirs, during the natural life of the ſaid J. *B.* to the intent

tent and purpoſe to make them tenants of the free-hold of the premiſſes, and that a Writ of Entry *Sur deſſeiſin en le poſt*, ſhall be brought and proſecuted by the ſame *R. C.* againſt the ſaid *W. H.* and *J. H.* whereby he ſhall demand the ſaid premiſſes by ſome fit or apt names againſt them the ſaid *W. H.* and *J. H.* who ſhall appear in perſon, and vouch to warranty the ſaid *J. B.* who ſhall likewiſe appear in perſon, and vouch over to warranty the common Vouchee, who ſhall likewiſe appear in perſon, and enter into the warranty, and afterwards make default, and depart in contempt of the Court whereby ſeveral Judgements ſhall be had, (*viz.*) for the ſaid *R. C.* to recover the premiſſes againſt the ſaid *W. H.* and *J. H.* and for them to recover in value againſt the ſaid *J. B.* and for the ſaid *J. B.* to recover over in value againſt the ſaid common Vouchee, which ſaid recovery, ſo or in any other manner to be had and executed, and all fines, feoffments, and other aſſurances at any time hereafter to be had or executed of the premiſſes, or any part thereof, ſhall be and enure, and ſhall be deemed, adjudged, conſtrued and expounded to be and enure, to and for the only uſe and behoof of the ſaid *B. M.* and of his heirs and aſſigns for ever, and the ſaid *J. P.* for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe grant to and with the ſaid *B. M.* his heirs and aſſigns by theſe preſents, that he the ſaid *J. B.* at the time of the enſealing and delivery hereof is, and until the ſaid premiſſes ſhall be fully and perfectly conveyed and aſſured to the ſaid *B. M.* his heirs and aſſigns for ever, according to the true intent and meaning of theſe preſents, ſhall be the true and lawful owner of the ſaid premiſſes, and every part thereof, and of and in the ſame and every part thereof lawfully and rightfully ſeized of a good eſtate of inheritance in fee ſimple, in his own right, and to the only uſe of him and his heirs, by good, ſure, ſufficient and abſolute conveyance, aſſurance and title in the Law indefeazible; and alſo, that he the ſaid *J. B.* at the time of the enſealing and delivery hereof, hath, and until the ſaid premiſſes ſhall be aſſured as aforeſaid, ſhall have full power, good right, and lawful authority, to bargain, ſell, convey and aſſure the ſaid premiſſes, and every part thereof to the ſaid *B. M.* his heirs and aſſigns for ever, according to the true intent and meaning of theſe premiſſes, and alſo that the ſaid premiſſes, and every part thereof, now be and are, and ſo from time to time, and at all times hereafter for ever, ſhall or may be, remain and continue to the

ſaid *B. M.* his heirs and aſſigns, clearly acquitted and diſcharged, or otherwiſe by him the ſaid *J. B.* his heirs and aſſigns, well and ſufficiently ſaved and kept harmleſs, of and from all and all manner of former and other bargains, ſales, gifts, grants, leaſes, mortgages, joyntures, dowers, wills, covenants, ſtatutes, recognizances, judgements, executions, extents, rents, charge-rents, ſeck, arrerages of rents, and of and from all other titles, charges, troubles and incumbrances whatſoever, at any time heretofore had, made, done, committed or ſuffered to be done, or at any time hereafter to be had, made, done committed, omitted or ſuffered to be done by him the ſaid *J. B.* or by the ſaid *W. B.* or by any other perſon or perſons whatſoever (except the eſtate of the ſaid *E. M.* for her life, and except the rents and ſervices from henceforth to be due and payable to the Chief Lord or Lords of the Fee or Fees of the premiſſes) and alſo the ſaid *J. B.* for himſelf, his heirs, executors and adminiſtrators, doth covenant promiſe and grant, to and with the ſaid *B. M.* his heirs and aſſigns by theſe preſents, that he the ſaid *B. M.* his heirs or aſſigns ſhall or lawfully may from time to time, and at all times hereafter for ever, peaceably and quietly have, hold and enjoy the ſaid premiſſes and every part thereof, without any let, interruption challenge, claim, diſturbance or incumbrance of or by him the ſaid *J. B.* or his heirs, and without any lawful let, interruption, challenge, claim, diſturbance or incumbrance, of, or by any other perſon or perſons (except ſuch as ſhall or may claim, by or under the right or title of the ſaid *E. M.* or for the rents and ſervices aforeſaid): And further, that he the ſaid *J. B.* and his heirs, and every other perſon or perſons, lawfully claiming or to claim any manner of lawful eſtate, right, title or intereſt in or to the premiſſes (except before excepted) ſhall and will from time to time, and at all times hereafter upon the reaſonable requeſt, and at the coſts and charges in the Law of the ſaid *B. M.* his heirs or aſſigns, make, do and execute all and every ſuch further acts and things, for the further and better aſſuring of the ſaid premiſſes, and every part thereof to the ſaid *B. M.* his heirs and aſſigns for ever, as by him the ſaid *B. M.* his heirs or aſſigns, or by his or their Council, &c. ſo as for the doing thereof, &c. a bargain and ſale of Deeds, &c. In witneſs, &c.

Note.

B. M. demiſeth the lands to *A.* and *B. Habend.* forty years, (if the coverture between him and *E.* his wife ſo long continue)

tinue) on truſt, to ſuffer him to enjoy and make ſuch grants as he ſhall appoint.

Note.

B. M. ſurrendereth to *J. B.* the premiſſes *Habend.* to him and his heirs, provided, if *J. B.* or his aſſigns pay not 200 *l.* before Midſummer next, &c. to be void, *B. M.* to enjoy the premiſſes in the mean time.

P. H. *purchaſeth Lands of* W. H. & Uxor (*other Lands he holds in the Right of* J. *his wife, to whom the ſame were deviſed by* R. J. *her Brother in fee-ſimple*) *the Brother and Heir of the Deviſor intendeth to ſettle other Lands which came to him by Deſcent, on the ſaid* P. *and* J. *intail. Now for the ſetling as well the Lands purchaſed of* H. *as all the reſt, a Fine is levied by* W. H. & Uxor J. J. (*H ir to the Deviſor*) & Uxor, *and the ſaid* P. & Uxor, *and* T. P. *and* J. C. *The uſes whereof are declared by the Deed following.*

THis Indenture Tripartite, &c. between *W. H.* of, &c. and *M.* his Wife, *T. J.* of, &c. Brother and Heir of *R. J.* late of, &c. deceaſed, who was Son and Heir of *J. J.* late of, &c. deceaſed, (begotten on the body of *J.* his wife, Daughter of *T. P.* of, &c. deceaſed) and *A.* the wife of the ſaid *T. J.* of the firſt part, *P. H.* and *J.* his wife of the ſecond part, and *T. P.* and *J. C.* of, &c. of the third part, witneſſeth, That whereas the ſaid *W. H.* by his Deed indented, bearing date *April* 18. in the ſixteenth year of, &c. for the conſideration therein expreſſed, did grant, bargain, ſell and convey to the ſaid *P. H.* his heirs and aſſigns for ever, two ſeveral Meſſuages or Tenements, with the Garden and appurtenances thereunto belonging, ſituate and being, &c. and then and yet in the ſeveral holding of, &c. and alſo three ſeveral holdings of, &c. and alſo three ſeveral Meſſuages or Tenements, with a Garden or out ground on the back part thereof, and to the ſame three tenements, or ſome of them belonging or appertaining, ſituate and being, &c. and then and yet in the ſeveral tenures or occupation of, &c. as in and by the ſame Deed indented more at large appeareth, and whereas alſo the ſaid *R. J.* being in his life time lawfully ſeized in fee tail, of and in all the meſſuages, lands, tenements and hereditments hereafter mentioned, (that is to ſay) all that great meſſuage or tenement, wherein, &c. ſituate and being, &c. and alſo two other meſſuages or tenements, &c. and alſo three gardens,

&c. and in his life time, (*viz.*) in the Term of *Easter*, in the ſixteenth year of, &c. acknowledge and levy to the ſaid *P. H.* and *T. P.* one Fine, *Sur conuzance de droit come ceo, &c.* which was ſued out with Proclamation, according to the form of the Statute in that caſe made and provided, before the then Juſtices of the Court of Common-Pleas at *wiſtmeniſter*, of all the ſaid meſſuage, lands, tenements and premiſſes, by the names of nine Meſſuages, and four Gardens. with the appurtenances in, &c. as by the ſaid Fine, remaining of Record in the ſaid Court more at large may appear. Which ſaid Fine was levyed to the intent and purpoſe, to make the ſaid *R. J.* Tenant of all the ſaid premiſſes in fee ſimple, as by Indentures to that purpoſe made, bearing date *April* 20. in the ſaid ſixteenth year of, &c. made between the ſaid *R. J.* of the one part, and the ſaid *T. P.* and *P. H.* of the other part, more at large it doth and may appear: and whereas the ſaid *R. J.* after the levying of the ſaid Fine, (that is to ſay) *April* 25. in the ſeventeenth year, &c. by the laſt Will and Teſtament in writing, bearing date the day aud year laſt mentioned, did give and deviſe in theſe words, *viz.* I give and bequeath all that Tenement, &c. unto *Jone H.* my Siſter, Wife of *Peter H.* and to her heirs and aſſigns for ever, and alſo in another place of the ſaid Will gave and deviſed in theſe words, (*viz.*) *Item*, I give to my Siſter *J. H.* and to her heirs and aſſigns for ever, my houſe, lodge and orchard, with the appurtenances, lying aud being, &c. as by the ſaid Will and Teſtament may appear, and whereas the ſaid *Richard Jones* afterwards died, leaving all the reſidue of the ſaid Meſſuages, Lands, Tenements and Premiſſes, to deſcend and come to the ſaid *T. J.* as brother and heir of the ſaid *R. J.* witneſſeth now further this preſent Indenture, that for the conſideration aforeſaid, and for and in conſideration of the ſum of Forty pound to the ſaid *T. J.* by the ſaid *P. H.* before the enſealing and delivery hereof, well and truly ſatisfied and paid, whereof he acknowledgeth the recept, and thereof, and of every part and parcel thereof, doth clearly acquit and diſcharge the ſaid *P. H.* his heirs &c. and every of them for ever by theſe preſents, and for ſetling the inheritance of all the ſaid Meſſuages, Lands, Tenements, Hereditaments and premiſſes, in ſuch manner and form as hereafter in theſe preſents is mentioned, limited and declared, and for divers other good cauſes and conſiderations, all the ſaid parties moving, it is covenanted, granted, concluded and agreed, by and between all

the

the ſaid parties to theſe preſents, that they the ſaid *W. B.* and *M.* his wife, *T. J.* and *A.* his wife, *P. H.* and *J.* his wife, ſhall and will before the end of *Eaſter* Term next, acknowledge and levy to the ſaid *T. P.* and *J. C.* and to the heirs of one of them one fine, *Sur conuzance, &c.* to be ſued out with Proclamations according to the term of the Statute in that caſe made and provided, before the Juſtices of the Court of Common-Pleas at *Weſtminſter*, of all the Meſſuages, Lands, Tenements and premiſſes before mentioned, by the names of thirteen meſſuages and ſeven gardens, with the appurtenances in, &c. which fine ſo or in any other manner to be knowledged and levied and all other fine or fines to be had, levied, or acknowledged by or between the ſaid Parties, or any of them, or any other perſon or perſons of the ſaid premiſſes, or any part thereof, ſhall be and enure, and ſhall bee deemed, adjudged, conſtrued and expounded to be and enure, to and for the only uſes intents and purpoſes hereafter in theſe preſents limited, expreſſed and declared, (that is to ſay) as touching and concerning all the ſaid meſſuages, tenements, gardens and premiſſes before mentioned, to be granted, bargained, ſold, or conveyed by the ſaid *W. Ho.* in and by the ſaid recited Deed indented, to the uſe and behoof of the ſaid *P. Hobbs*, and of his heirs and aſſigns for ever, and as touching all other the meſſuages, lands, tenements, hereditments and premiſſes before mentioned, meant or intended to be comprized in the ſaid fine thereby agreed to be levied, whereof no uſe is herin therefore expreſſed, and of every part and parcel thereof, with the appurtenances, to the uſe and behoof of the ſaid *Peter H.* for term of his natural life, and from and after his deceaſe, to the uſe and behoof of the ſaid *Jone H.* for the trm of her natural life, and from and after her deceaſe, to the uſe and behoof of the firſt Son of the ſaid *P. Hobbs*, on the body of the ſaid *Jone* his wife begotten, and to be begotten, and of the heirs males of the body of ſuch firſt Son lawfully to be begotten, and for default of ſuch iſſue to the uſe and behoof of the ſecond Son of the ſaid *Peter Hobbs*, on the body of the ſaid *Jone* his wife begotten and to be begotten, and of the heirs males of the body of ſuch ſecond Son lawfully to be begotten, and for default of ſuch iſſue, to the uſe and behoof of all and every other Son and Sons of the ſaid *P. H.* on the body of the ſaid *Jone* his wife to be begotten, one after another, as they ſhall be in ſeniority of age, and priority of birth, and of the heirs of the body of every of the ſame ſons reſpectively to be begotten,

the

the elder of the ſaid ſons, and the heirs of his body, being always preferred before the younger, and the heirs of their bodies, and for default of ſuch heirs, to the uſe and behoof, of all the daughters of the body of the ſaid *P. H* on the body of the ſaid *J.* his wife begotten and to be begotten, and of the heirs of the body of the ſame daughters reſpectively, lawfully to be begotten, and for the default of ſuch heirs, to the uſe and behoof of the ſaid *P. H.* and *J.* his wife, and of their heirs and aſſigns for ever: provided always, and it is explained and declared to be the true intent and meaning of theſe preſents, and of all the parties to the ſame, that it ſhall be lawful to and for the ſaid *P. H.* and *J.* his wife, at any time during the coverture between them by any writing or writings indented to be by them ſigned and ſealed in the preſence of three or more credible witneſſes, who ſhall thereunto ſubſcribe or indorſe their names or marks, teſtifying the ſame, to alter, change, revoke, determine, diminiſh or inlarge all or any of the uſe or uſes herein before limited, touching or concerning the ſaid meſſuages tenements and premiſſes, herein before limited, to the ſaid *P. H.* and *J.* his wife, or either of them for their lives, or any part or parcel thereof, and by the ſame writing or writings, or by any other writing or writings indented, ſo ſigned, ſealed and teſtified as aforeſaid, to limit and appoint any other uſe or uſes of the ſame meſſuage or meſſuages tenements and premiſſes laſt mentioned, or any part or parcel thereof, to the ſaid perſon or perſons, or to any other perſon or perſons, and of ſuch eſtate and eſtates as to them ſhall ſeem beſt; and in caſe any ſuch new limitation or appointment of uſes ſhall be made, that then the ſaid fine ſo to be levied, ſhall be and enure, and ſhall be deemd, adjudged, conſtrued and expounded to be and enure, touching the ſaid meſſuages, tenements, lands and premiſſes laſt mentioned, and every part thereof, to and for ſuch new uſe and uſes, as in and by ſuch writing or writings, to be ſignified, ſetled and teſtified as aforeſaid, ſhall be expreſſed, limited and declared, any thing, &c. And the ſaid *Thomas Jones* for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe and grant to and with the ſaid *P. Hobbs*, and *Jone* his wife, and either of them, their and either of their heirs, &c. by theſe preſents, that all the ſaid meſſuages, tenements and premiſſes, and every part and parcel thereof, with the appurtenances now are and be, and ſo from time to time, and at all times hereafter forever, ſhall or may

be,

be, remain and continue to the ſeveral and reſpective uſes before herein mentioned, limited and declared, according to the true intent and meaning hereof, clearly freed and diſcharged of and from all former and other bargains, ſales, gifts, grants, leaſes, mortgages, charges, troubles and incumbrances whatſoever had, made, committed or done by him the ſaid *Tho. Jones*, or any other perſon or perſons, lawfully claiming or to claim, by, from or under him. In witneſs, &c.

A marriage is intended between Tho. Geo. *Eſquire, and* Ph. B. *ſingle woman,* Ph. *(in regard the joynture agreed on cannot preſently be aſſured) with conſent of* Tho. *makes over all her land,* &c. *jewels, moneys,* &c. *to* Eliz. *her ſiſter in truſt,* &c.

THis Indenture Tripartite, &c. between *T. Geo.* Eſquire, ſon and heir of Sir *Tho. G.* of, &c. Knight, of the firſt part, *Ph* E. ſingle woman, and daughter of, &c. of the ſecond part, and *Eliz. B.* ſiſter of the ſaid *Ph. B.* of the third part, witneſſeth, That whereas there is a Marriage agreed upon, and ſhortly (by Gods grace) to be had and ſolemnized, between the ſaid *T. G.* and the ſaid *Ph. B.* and whereas the ſaid *P. B.* is, and ſtandeth poſſeſſed and intereſſed in certain leaſes, moneys, jewels, debts, goods and chattels; and whereas alſo the ſaid *T. G.* by reaſon of the preſent diſtractions of the times, is not able preſently to aſſure unto the ſaid *P. B.* ſuch joynture as is agreed on to be aſſured to her, witneſſeth now further this preſent indenture, that it is covenanted, granted, condeſcended unto and agreed upon, by and between all the ſaid parties to theſe preſents, in manner and form following, (that is to ſay) the ſaid *P. B.* by and with the conſent and good will of the ſaid *T. G.* Party to theſe preſents teſtified by being party, and putting his hand and ſeal to one or more parts of this Indenture, hath granted, aliened, aſſigned, and ſet over, and by, &c. unto the ſaid *Eliz. B.* all ſuch mannors, meſſuages, lands, tenements, rents, ſervices and hereditaments whatſoever, ſituate, lying and being in, &c. or elſewhere in *England*, whereof or wherein ſhe the ſaid *Phil.* is or ſtandeth poſſeſſed or intereſſed, and all her eſtate, right, title, intereſt, claim and demand whatſoever, in and to the ſame Mannors, Meſſuages, Lands, Tenements and Premiſes, and every or any part thereof, together with all Leaſes, Deeds and Writings, touching the ſame premiſes, and every

every part thereof. To have and to hold the ſaid Mannors, Meſſuages, Lands, Tenements and Premiſſes, and every part and parcel thereof, with the appurtenances to the ſaid *Eliz. B.* her executors, adminiſtrators and aſſigns, from henceforth, for and during all the reſpective time and times, term and terms, as ſhe the ſaid *P. B.* hath, or ought to have thereunto to come and unexpired; and alſo the ſaid *Ph. B.* by and with the like conſent and agreement of the ſaid *T. G.* party to theſe preſents, teſtified as aforeſaid, hath granted and delivered, and by, &c. to the ſaid *Eliz. B.* all her jewels, moneys, bonds, ſpecialties, debts, and other goods and chattels whatſoever, before hereby mentioned, meant or intended to be granted and delivered, and every part and parcel thereof, with the appurtenances to the ſaid *Eliz. B.* her executors, adminiſtrators and aſſigns, to the uſes, intents or purpoſes hereafter in theſe preſents mentioned and declared: and it is expreſſed and declared to be the true intent and meaning of all the ſaid parties to theſe preſents, that the ſeveral grants herein before them made to the ſaid *Eliz. B.* are ſo to her made upon truſt and confidence in her repoſed, as well by the ſaid *T. G.* party to theſe preſents, as the ſaid *P. B.* that in caſe the ſaid marriage take effect, and that the ſaid *T. G.* ſhall, during the coverture between him and the ſaid *Ph.* cauſe to be aſſured by good and ſufficient ways and means in the Law to the ſaid *Ph.* for her life, and after her death to the heirs of her body the ſaid *T.* party, &c. to be begotten, the mannors, meſſuages, land tenements and hereditaments, ſituate, lying and being in the Counties of *Wilts* and *Glouceſter*, or either of them, of the clear yearly value of 250 pounds of, &c. over and above all rents, charges, deductions and reprizes, or that after ſuch Marriage ſolemnized, if the ſaid *Ph.* ſhall happen to depart this tranſitory life before the ſaid *T. G.* and before ſuch aſſurance made as aforeſaid, which ſhall firſt happen, ſhe the ſaid *Eliz.* B. her executors adminiſtrators and aſſigns, ſhall and will upon the reaſonable requeſt, and at the coſts and charges in all things of the ſaid *T. G.* his executors, &c. not only grant, aſſign and ſet over to the ſaid *T. G.* party, &c. his executors, &c. all the ſaid mannors, meſſuages, lands, tenements, hereditaments and premiſſes before hereby granted or aſſigned by the ſaid *Ph. B.* to the ſaid *Eliz. B.* as aforeſaid, for all ſuch time and times, term and terms reſpectively, as ſhall be then therein to come and unexpiried, diſcharged of all other grants and incumbrances made or done by the ſaid *Elizabeth*, except ſuch as ſhe ſhall make or do by conſent of the

the ſaid *T. G.* his executors, &c. but alſo grant and re-deliver to the ſaid *T. G.* his executors or aſſigns, all ſuch moneys, jewels, bonds, ſpecialties, debts, aud other goods and chattels whatſoever, as in the mean time ſhall come to the hands of the ſaid *Eliz.* her executors, &c. by force of theſe preſents. and which ſhall remain or be in her or their hands, cuſtody, or poſſeſſion, by the true meaning hereof; and alſo, that in ſuch caſe, ſhe the ſaid *Elizabeth*, her executors, &c. ſhall from time to time, in the mean time after ſolemnization of the ſaid Marriage, pay and deliver to the ſaid *T. G.* all ſuch rents, iſſues and profits of the ſaid mannors, lands, tenements, moneys and debts, as ſhall come to her or their hands or cuſtody, and alſo upon further truſt and confidence in the ſaid *Elizabeth B.* repoſed, that in caſe the ſaid Marriage take effect, and the ſaid *T. G.* happen to depart this tranſitory life before the ſaid *P. B.* and before he ſhall have aſſured or cauſed to be aſſured to the ſaid *P. B.* any mannor, meſſuages, lands, tenements or hereditaments of the value aforeſaid, and in form aforeſaid; that then in ſuch caſe ſhe the ſaid *Elizabeth B* her executors, &c. ſhall and will not only re grant, re aſſign and ſet over to the ſaid *Ph. B.* all the ſaid mannors, meſſuages, lands, tenements and premiſſes before hereby granted or aſſigned by the ſaid *Ph. B.* as aforeſaid, for all ſuch time and times, term and terms reſpectively, as ſhall be then therein to come and unexpired, diſcharged of all other grants and incumbrances made or done by the ſaid *Elizabeth B.* her executors, &c. except ſuch as ſhe ſhall make or do by the conſent of the ſaid *P. H.* but alſo re-grant and re deliver to the ſaid *Phil.* her executors or aſſigns, all ſuch moneys, jewels, bonds, ſpecialties, debts, and other goods and chattels whatſoever, as in the mean time ſhall come to the hands or cuſtody of the ſaid *Eliz.* her executors or aſſigns by force of theſe preſents, and which ſhall remain or be in her or their hands, cuſtody or poſſeſſion, by the true meaning of theſe preſents, and the ſaid *T. G.* for himſelf, his executors, &c. doth covenant promiſe, grant and agree, to and with the ſaid *Eliz. B.* her executors, &c. by theſe preſents, that neither he the ſaid *T. G.* nor his heirs, &c. nor any other perſon or perſons, claiming or to claim by or under him, or deriving any authority by or under him, them or any of them, ſhall at any time hereafter enter into, receive, take or intermeddle with the ſaid Mannors. Meſſuages, Lands, Tenements. Hereditaments, Jewels, Moneys, Bonds, Specialties, Debts, or other things before hereby mentioned, meant or intended to

be

be granted, aſſigned or delivered by the ſaid *Phil. B.* to the ſaid *Eliz. B.* as aforeſaid, or any part or parcel thereof, or any rents, iſſues or profits thereof, or of any part thereof, other than according to the true intent and meaning of theſe preſents, provided always, and it is declared to be the true intent and meaning of theſe preſents, and all the parties to the ſame, that in caſe the ſaid Marriage ſhall not be ſolemnized on or before the, &c. next enſuing the date hereof, that then and from thenceforth, theſe preſents, and every grant, matter and thing herein contained, ſhall ceaſe, determine, and be utterly fruſtrate and void to all intents and purpoſes; and that the ſaid *P. B.* her executors, &c. ſhall from thenceforth have and enioy again, to her and their own uſe and right, all, &c. any thing, &c. In witneſs whereof to one part of this Tripartite Indenture, remaining with the ſaid *Eliz. B.* the ſaid *T. G.* and *P. B.* have put their hands and ſeals; to one other part remaining with the ſaid *P. B.* the ſaid *T. G.* and *Eliz. B.* have, &c. to the other part remaining with the ſaid *T. G.* the ſaid *P. B.* and *E B.* have, &c.

A. *and* B. *his Wife, being poſſeſſed of a certain Mannor and Lands, Covenants with* C. D. *to levy a fine thereof to certain uſes, with Covenant, that himſelf and his wife together, ſhall have power to let Leaſes for lives or years.*

THis Indenture, &c. Between *A.* and *B.* his wife, of the one part, and *C.* &c. and *D.* of, &c. of the other part, witneſſeth, That for the ſetling of the Inheritance of the Mannors, Lands, Tenements and Hereditaments, hereafter in theſe preſents mentioned, to ſuch uſe and uſes, and in ſuch manner and form as is hereafter in theſe preſents limited, expreſſed and declared, and for the enabling of the ſaid *A.* and *B.* his wife, to make and grant Leaſes and eſtates, of and in the ſaid Mannor, Lands and Premiſſes, in ſuch manner and form, and according to the power and authority to them hereafter in theſe preſents mentioned, reſerved and raiſed, and for other good cauſes and conſiderations, them the ſaid *A.* and *B.* his wife thereunto eſpecially moving, it is agreed between the ſaid parties, and they the ſaid *A.* and *B.* his wife, do covenant, grant and agree, to and with the ſaid *C.* and *D.* and either of them, their executors and adminiſtrators by theſe preſents, that they the ſaid *A.* and *B.* his wife, ſhall and will before the end of *Michaelmas*-Term next enſuing the date hereof, acknowledge and levy to the ſaid

ſaid *C.* and *D.* and to the heirs of the ſaid *C.* one fine *ſur connuzance de droit*, &c. to be ſued out with proclamations, according to the form of the Statute in that caſe made and provided, of all that the Manor, capital Meſſuage, Farm, baron and demeaſn Lands, of, &c. with all and ſingular the rights, members and appurtenances thereof, thereunto or to any of them belonging, or reputed, or uſed, as thereunto or to any of them belonging, and of all other the Meſſuage, Lands, Tenements, Rents, Services and Hereditaments whatſoever, wherein *T. J.* Gent. deceaſed, had any eſtate of inheritance in poſſeſſion, reverſion or remainder, ſituate, lying and being, or to be had or taken, in or near the Towns, Pariſhes, Fields and Hamlets, &c. with the appurtenances, and of twelve meſſuages, two cottages, one watermil, twelve gardens, three hundred acres of land, two hundred acres of paſture, forty acres of wood, with the appurtenances, in, &c. or by ſuch other fit name or names, quantities and qualities of acres as ſhall be thought fit, which ſaid fine ſo or in any other manner to be had and levied, ſhall be deemed, adjudged, conſtrued and expounded, to be to and for the only uſes, intents and purpoſes, hereafter in theſe preſents, limited, expreſſed and declared, and to and for none other uſe, intent or purpoſe whatſoever, that is to ſay, to the uſe and behoof of the ſaid *A.* for and during the term of his natural life, and from and after his death, to the uſe and behoof of the ſaid *B.* for and during the term of her natural life, and from and after the deceaſe of the ſaid *A.* and *B.* his wife, to the uſe and behoof of the heirs of the body of the ſaid *A.* on the body of the ſaid *B.* begotten, and to be begotten; and for default of ſuch heirs, to the uſe and behoof of the right heirs of the ſaid *A.* for ever: and it is promiſed, covenanted, concluded, agreed and declared by and between all and every the ſaid parties to theſe preſents, that it ſhall and may be lawful to and for the ſaid *A.* from time to time, and at all or any time or times, during his natural life, by an Indenture or Indentures, to make any demiſe or demiſes, grant or grants of the ſaid premiſſes, or of any part or parts thereof, alone or amongſt other things as well in poſſeſſion for the term of twenty one years or under, or for one, two or three life or lives, or for any term or number of years determinable, on one, two or three lives, at, for and under ſuch rents, covenants and conditions, as to him the ſaid *H.* ſhall ſeem meet, ſo as ſhe the ſaid *B.* ſhall be made a party to every ſuch Indenture, whereby any ſuch demiſe or grant ſhall be made, during the life of the ſaid *B.*

and

and that the ſaid *B.* ſhall ſeal and deliver every ſuch Indenture, and that at all times from and after the making of any ſuch demiſe or demiſes, grant or grants, the ſaid fine to be levied as aforeſaid, and the Conuzes of the ſame fine and theirs heirs, and the heirs of the ſurvivor of them, ſhall ſtand and be ſeized of and in ſuch part and part as ſhall be ſo demiſed or granted, to the uſe and behoof of every ſuch leſſee or leſſees, grantee or grantees, to whom any ſuch demiſe or demiſes, grant or grants ſhall be ſo made, and according to the true intent and meaning of every the ſame ſeveral and reſpective demiſe or demiſes, grant or grants, ſo as the ſame leſſee or leſſees, grantee or grantees, their executors and aſſigns, ſhall pay the rents, and perform their covenants and conditions in ſuch indentures of demiſes or grants, to be ſpecified and contained, according to the true intent and meaning of the ſame Indenture. In witneſs &c.

R. C. *being poſſeſſed of a Meſſuage*, &c. *in fee-ſimple, granteth the ſame to* J. P. C. P. *and* G. C. Habend. *to them and their heirs, to certain uſes*, viz. *the uſe of himſelf for life, yet ſo as to pay* 20 l. per annum, *and meat, drink*, &c. *to his eldeſt Son, his wife*, &c. *and after his deceaſe to ſeveral other uſes and profits.*

THis Indenture, &c. Between *R. C.* of, &c. of the one part, and *J. P. C. P.* and *G. C.* of the other part, witneſſeth, That the ſaid *R. C.* for divers conſiderations him thereunto moving, and eſpecially for the preferment of *A.* his eldeſt Son, and next heir, and for the Joynture of *Alice*, the now Wife of the late *A.* and for the preferment of the iſſue between the ſaid *A.* and *Alice*, lawfully begotten and to be begotten, hath given, granted, enfeoffed and confirmed, and by, &c. unto the ſaid *J. P. C. P.* and *G. C.* and their heirs, all that manſion houſe, or meſſuage, with the appurtenances, wherein the ſaid *R. C.* now dwelleth, ſet, lying and being, &c. and that the Orchards, Gardens, Lands, Tenements, Paſtures, Meadows, Woods, Commons, Profits, Commodities and Advantages whatſoever, to the ſaid Meſſuage and premiſſes belonging, or in any wiſe appertaining, or being accepted, reputed or uſed, as part, parcel or member thereof, and the reverſion and reverſions, remainder and remainders, rents and ſervices o all and ſingular the aforeſaid premiſſes, and every part and parcel thereof; to have and to hold the ſaid meſſuage or tenement, lands, meadows,

dows, leaſoes, feedings, paſtures, rents, reverſions, ſervices and hereditaments, and all and ſingular other the premiſſes, with their and every of their appurtenances, unto the ſaid *J. P. C. P.* and *G. C.* their heirs and aſſigns for ever, to this end, meaning, intent, conſtruction and purpoſes, that they, &c. and their heirs, and the heirs of the ſurvivor or ſurvivors of them, ſhall from henceforth ſtand and be ſeized of the ſaid meſſuage and all and ſingular other the above mentioned premiſſes, and of every part and parcel thereof, to the uſes, intents and purpoſes hereafter in theſepremiſſes limited and declared, and to none other uſe, intent or purpoſe whatſoever, (that is to ſay) to the uſe and behoof of the ſaid *R. C.* for and during his natural life, ſo as and upon condition that he the ſaid *R. C.* ſhall from time to time during his natural life, pay or cauſe to be paid unto the ſaid *A.* and *Alice* his wife and the longeſt liver of them, the ſum of 20. *l.* by the year, at the two moſt uſual Feaſts in the year, that is to ſay, the Feaſt of, &c. by even portions to be paid, during the ſaid term, or within 14 days next after every of the Feaſt days, and the firſt payment to be had and made upon the Feaſt day of, &c. and the ſame payments to be yearly had and made in manner and form aforeſaid, at or within the now dwelling-houſe of the ſaid *A.* ſituate, &c. and alſo upon condition that he the ſaid *R. C.* ſhall from time to time during his natural life, find, give and provide unto the ſaid *A.* and the ſaid *Alice* his wife, and to all ſuch children as ſhall be between them begotten, competent, ſufficient and covenient meat, drink, houſe-room, and lodging within his ſaid manſion-houſe, and after the deceaſe of the ſaid *R. C.* the ſaid parties above mentioned, and the heirs of the longeſt liver of them, ſhall ſtand and be ſeized of all and ſingular the ſaid premiſſes with their and every of their appurtenances, to the uſe and behoof of the ſaid *A.* and of the ſaid *Alice* his wife, and of the heirs of their two bodies between them lawfully begotten, and to be begotten, and for default of ſuch iſſue, to the uſe and behoof of *R. C.* one other of the ſons of the ſaid *R. C.* and of the heirs males of his body lawfully to be begotten; and for default of ſuch iſſue, to the uſe and behoof of *W. C.* one other of the ſons of the ſaid *R. C.* and the heirs males of his body, lawfully to be begotten; and for default of ſuch iſſue, to the uſe of the ſaid *R. C.* of his heirs and aſſigns for ever.

R. C covenanteth, that he is lawfully ſeized, hath power to grant, that the premiſſes ſhall remain free from incumbrances, *pro ut* uſual.

A ſettlement by fine and recovery of ſeveral Mannors, Lordſhips, &c. for the raiſing of moneys for payment of debts and childrens portions, as alſo for entailing thereof under ſeveral proviſoes and legacies.

THis Indenture tripartite, &c. between the Right Honourable *Edward* Lord *Herbert*, and *Richard Herbert* Eſquire, ſon and heir apparent of Dame *Mary* late wife of the ſaid *Edward* Lord *Herbert*, and ſole daughter of Sir *william Herbert* of St. *Julians* in the County of *Monmouth* Knight, deceaſed, of the firſt part, the Right Honourable *John* Earl of *Bridgewater*, and *Edward Herbert* of the Inner Temple, *London*, Eſquire, of the ſecond part, and *Moſes Loyd* of, &c. and *Henry Gethins* of, &c. of the third part, witneſſeth, That whereas the ſaid *Edward* Lord *Herbert*, or ſome in truſt for him, is or are ſeized in his or their demeaſn, as of fee, of ſome part of the lands, tenements and hereditaments hereafter mentioned, and is alſo ſeized for term of his life, as tenant by the courteſie of *England* of the mannors, meſſuages, lands, tenements and hereditaments hereafter ſpecified, the reverſion thereof in fee-ſimple, being deſcended by and after the deceaſe of the ſaid *Mary* unto the ſaid *Richard Herbert*: now to the end, that the Mannors, Lordſhips, Meſſuagess, Lands, Tenements and other Hereditaments hereafter mentioned and expreſſed, may be eſtabliſhed, veſted and ſetled unto the ſaid *Edward* Lord *Herbert*, during his natural life, and after his deceaſe upon the ſaid *Richard Herbert*, and upon his name, ſtock and poſterity, and to ſuch other uſes, intents and purpoſes as are hereby appointed; it is covenanted, promiſed, granted, condeſcended, concluded and agreed, by and between the ſaid parties to theſe preſents: and the ſaid *Edward* Lord *Herbert*, and *Richard Herbert*, do for themſelves, their heirs, executors, adminiſtrators and aſſigns, covenant, promiſe and grant, condeſcend and agree, to and with the ſaid *John* Earl of *Bridgewater*, and *Edward Herbert*, their heirs, executors, adminiſtrators and aſſigns, and to and with every of them by theſe preſents, that they the ſaid *Edward* Lord *Herbert*, and *Richard Herbert*, ſhall and will on this ſide, and before the end of *Michaelmas*-Term next enſuing, and coming after the date of theſe preſents, in due form of Law, and at the equal coſts and charges in the Law of the ſaid *Edward* Lord *Herbert*, and *Richard Herbert*, levy and acknowledge to the ſaid *Moſes Loyd*, and *Humphry Gethins*, and

and the heirs of the ſaid *Moſes*, one or more fine or fines *ſur connuzance de droit come ceo*, &c. with proclamations thereupon to be had and made, according to the form of the ſtatutes in that behalf made and provided, of all that capital Meſſuage or Mannor houſe of St. *Julians*, with the rights, members and appurtenances thereof, and of all and ſingular the Mannors, Lordſhips, Meſſuages, Lands, Tenements and Hereditaments whatſoever, of them the ſaid *Edward* Lord *Herbert*, and *Richard Herbert*, or either of them, whereof they the ſaid *E.* Lord *R.* and *H.* or either of them are or do ſtand ſeized of any eſtate or inheritance, within the Kingdom of *Ireland*, by ſuch name or names, quantities, qualities, contents and numbers of acres of things, in ſuch manner and form as by the ſaid *E.* L. *H.* and *R. H.* or either of them ſhall be reaſonably deviſed, or adviſed and required, in and by which fine or fines ſo as aforeſaid, or to any other ſort to be levied and acknowledged, the ſaid *E.* L. *H.* and *R. H.* ſhall acknowledge the ſaid Mannors, Lordſhips, Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular other the premiſſes, with their and every of their appurtenances, to be comprized in every ſuch fine, to be the right of the ſaid *M. L.* as thoſe which the ſaid *M. L.* and *G. H.* have, of the gift of the ſaid *E.* L. *H.* and *R. H.* the which ſaid fine or fines ſo as aforeſaid, or in any other ſort to be levied and acknowledged, ſhall be and enure, and ſhall be deemed, adjudged, eſteemed, reputed, and taken to be and enure, to the uſe and behoof of the ſaid *M. L. L.* and *H. G.* and their heirs, to the intent and purpoſe that they the ſaid *M. L. L.* and *H. G.* may become perfect Tenants of the freehold of the ſaid Mannors, Meſſuages, Lands, Tenements, Hereditaments and premiſſes, with their appurtenances, whereby one or more perfect common recovery or recoveries, ſhall or may thereof be had and ſuffered, in manner and form hereafter following; for which intent and purpoſe, it is hereby further covenanted and agreed, by and between the ſaid parties to theſe preſents, that it ſhall and may be lawful to and for the ſaid *E.* of *B.* and *E. H.* to bring, purſue and proſecute againſt them the ſaid *M. L. L.* and *H. G.* one or more Writs of every *ſur deſeiſin en le poſt*, of and for the ſaid Mannors, Lordſhips, Meſſuages, Lands, Tenements, Rents, Hereditaments, and all and ſingular other the premiſſes, with their and every of their appurtenances, by ſuch name or names, quantities, qualities, contents and numbers of acres and things, in ſuch ſort, manner and form, as by the ſaid *E.* L. *H.*

and *R. H.* or their, or either of their Council learned in the Law, ſhall be reaſonably deviſed, adviſed and required; the which ſaid writ or writs of entry *ſur diſſeiſin en le poſt*; ſo as aforeſaid, or in any other ſort to be had or brought, ſhall be returnable in ſuch Courts, and before ſuch Judges or Juſtices, as the ſaid *E. L. H* and *R. H.* or the ſurvivor of them, his or their Council learned in the Law, ſhall adviſe or think fit, before the end of *Michaelmas*-term next enſuing after the date of theſe preſents; and the ſaid *M. K. K.* and *H. G.* ſhall thereunto appear *gratis*, and vouch over to warranty the common vouchee, who ſhall alſo appear, and after imparlance had, ſhall make default and depart in contempt of the ſaid Court whereby one or more perfect common recovery or recoveries, ſhall or may be had or ſuffered againſt them the ſaid *M. L. L.* and *H. G.* of and for the ſaid Mannors, Lordſhips, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with their appurtenances, according to the uſual courſe of common recoveries in ſuch caſes uſed and accuſtomed, for aſſuring of Lands and Tenements, the which ſaid common recovery or recoveries, ſo as aforeſaid, or in any other manner to be had and ſuffered, and all other common recoveries, fines, feoffments, conveyances and aſſurances in the Law whatſoever, ſince the death of the ſaid Lady *Mary Herbert*, wife to the ſaid *Edward* Lord *Herbert*, had, made, levied, ſuffered, acknowledged or executed, or at any time hereafter to be made, levied, ſuffered, acknowledged, or executed, by or between the ſaid Parties to theſe preſents, or any of them, or whereunto they, or any of them ſhall be parties, of or concerning the ſaid mannors, meſſuages, lands, Tenements, Hereditaments or Premiſſes, or any of them, or any part and parcel of them, or any of them, ſhall be and enure, and ſhall be adjudged, deemed, eſteemed, reputed and taken to be and enure, to to the uſes, behoofs, intents and purpoſes, and with, upon and under ſuch proviſoes, conditions, powers and limitations, as are hereafter in and by theſe preſents mentioned, declared, limited and appointed, (that is to ſay) as for and concerning all and ſingular the ſaid meſſuages, farms, lands, tenements and hereditaments in *Tinterne* in the ſaid County of *Monmouth*, &c. to the uſe and behoof of the ſaid *Richard Herbert*, his heirs and aſſigns for ever, and as for and concerning all and every other the mannors, meſſuages, lands, tenements, meadows, leaſows, Paſtures, Feedings, Commons, Woods, Under woods, Rents, Services, and Hereditaments whatſoever, ſo them the ſaid *Ed. L. H.* and *R. H.* or either of them, with their

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and every of their appurtenances in the ſaid County of *Monmouth*, to the uſe and behoof of the ſaid *Richard Herbert*, for and during the term of his natural life, without impeachment of or by any manner of waſte, and with full power to do or commit waſte, and after the deceaſe of him the ſaid *R. H.* to the uſe and behoof of the ſaid *E.* L. *H.* for and during the term of his natural life, and after the deceaſe of the ſaid *E.* L. *H.* to the uſe and behoof of *Edward Herbert*, eldeſt Son of the ſaid *Richard Herbert*, and of the heirs males of his body, lawfully to be begotten, and for default of ſuch iſſue, to the uſe and behoof of *John Herbert*, ſecond Son of the ſaid *Richard*, and of the heirs males of his body lawfully to be begotten, and for default of ſuch iſſue, to the uſe and behoof of *Richard Herbert*, third Son of the ſaid *R. H.* party to theſe preſents, and of the heirs Males of the body of *Richard Herbert*, Son of the ſaid *R. H.* party to theſe preſents, lawfully to be begotten; and for default of ſuch iſſue, to the uſe and behoof of the fourth Son of the body of the ſaid *Richard Herbert*, party to theſe preſents, on the body of the Lady *Mary Herbert* his wife, daughter of the ſaid *Jo. E.* of *B.* begotten, or to be begotten, and of the heirs males of the body of ſuch fourth Son lawfully to be begotten, and for default of ſuch iſſue, to the uſe and behoof of the fifth Son of the body of the ſaid *Richard Herbert*, party to theſe preſents, on the body of the ſaid Lady *Mary Herbert* his wife begotten, or to be begotten, and of the heirs males of the body of ſuch fifth Son lawfully to be begotten, and ſo the ſixth, ſeventh, eighth, ninth and tenth, and for default of ſuch iſſue, to the uſe and behoof of all and every other Son and Sons of the body of the ſaid *Richard Herbert*, party to theſe preſents, to be begotten ſucceſſively one after another, as they and every of them ſhall be in ſeniority of age, and priority of birth, the eldeſt of the ſaid Sons, and the heirs males of his body, being ever preferred before the younger of the ſaid Sons, and the heirs males of his body, and for default of ſuch iſſue, to the uſe and behoof of *Edward Herbert*, ſecond Son of the ſaid *E.* Lord *H.* and of the heirs males of his body lawfully begotten, or to be begotten; and for default of ſuch iſſue, to the uſe and behoof of the heirs males of the body of *Richard Herbert* Eſquire, deceaſed, Father of the ſaid *Edward* Lord *Herbert* lawfully begotten, and for default of ſuch iſſue, to the uſe and behoof of the heirs males of the body of *Edward Herbert*, Grandfather to the ſaid *Edward* Lord *Herbert*, and for default of ſuch iſſue, to the uſe and behoof of the right heirs

of him the ſaid *Richard Herbert*, ſon of the ſaid *Edward* Lord *Herbert* for ever. And as for and concerning the mannors, Lordſhips, meſſuages, mills, Lands, Tenements, Orchards, Gardens, Tofts, Crofts, Meadows, Leaſows, Paſtures, Feedings, Woods, Underwoods, Rents and Hereditaments whatſoever of the ſaid *Edward* Lord *Herbert*, and *Richard Herbert* his ſon, or either of them, with their and every of their appurtenances, in the ſaid County of *Angleſey*, to the uſe and behoof of the ſaid *Jo.* Earl of *Bridgewater*, and *Edward Herbert*, party to theſe preſents, and of their heirs and aſſigns for ever; upon truſt and confidence nevertheleſs, and to the end, intent and purpoſe, that they the ſaid *John* Earl of *Bridgewater*, and *Edward Herbert*, party to theſe preſents, and the ſurvivor of them and his heirs, ſhall and will at his and their free will and pleaſure, ſell, convey and aſſure the ſaid Mannors, Lands and Premiſſes in the ſaid County of *Angleſey*, and every part thereof, for the beſt benefit, profit and advantage, which ſhall or may be (*bono fide*) had or gotten for the ſame, and that the money to be raiſed by every or any ſuch ſale, and as every ſuch ſale ſhall be made, ſhall be forthwith paid and diſpoſed of as followeth, that is to ſay, out of the money that ſhall be raiſed by ſale of ſuch of the premiſſes in the ſaid County of *Angleſey*, as were the Lands of Dame *Herbert*, late of, &c. there ſhall be forthwith, and in the firſt place ſo much money paid to the ſaid *Edward*, Lord *Herbert*, his executors or adminiſtrators, as according to the true yearly value of thoſe Lands, ſhall come to five years and an half purchaſe, and the reſidue of the moneys that ſhall be raiſed by the ſale of the ſame Lands, which were the Lands of Dame *Herbert* late of, &c. ſhall be diſpoſed of, for and towards the payment of the debts of the ſaid *Richard Herbert*, party to theſe preſents, and ſums of money mentioned in the Schedule hereto annexed, as the ſaid *Jo.* Earl of *B.* and *Richard H.* party to theſe preſents, or the ſurvivors of them, ſhall think fit, and of the money that ſhall be raiſed by the ſale of the reſidue of the ſaid mannors, Lands and Premiſſes in the ſaid County of *Angleſey*, there ſhall be forthwith and in the firſt place, ſo much paid to the ſaid *Edward* Lord *Herbert*, his executors or adminiſtrators, as according to the yearly value of the ſame mannors, &c. ſhall come to ſixteen years purchaſe; and if thoſe mannors and Lands ſhall be ſold for more than ſixteen years purchaſe, then the one moiety of ſuch ſurpluſage (if any ſhall be) ſhall be forthwith, and in the firſt place paid to

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the ſaid *Edward* Lord *Herbert*, his executors or adminiſtrators, and the other moiety thereof ſhall be diſpoſed of, for and towards the payment of ſuch of the debts of the ſaid *Richard Herbert*, party to theſe preſents, and ſums of money mentioned in the ſaid Schedule, as the ſaid *John* Earl of *B.* and *Edward Herbert*, party to theſe preſents, or the ſurvivor of them ſhall think fit, and the overplus thereof (if any ſhall be) ſhall be paid to the ſaid *Richard Herbert*, or to ſuch other perſon or perſons, as he the ſaid *Richard Herbert*, party to theſe preſents, by any writing under his hand and ſeal, ſhall direct, nominate and appoint, to be diſpoſed of in the buying of Land, to be eſtated in the ſame manner, as the Lands in the ſaid *C.* of *Carnarven*, are by theſe preſents limited. and for want of ſuch direction, nomination or appointment, to the executors or adminiſtrators of the ſaid *Richard Herbert*, party to theſe preſents, the further truſt, intent and meaning of theſe preſents, and the parties hereunto, being that the ſaid *Edward* Lord *Herbert*, his executors, adminiſtrators or aſſigns, ſhall or may have, receive and take, to his and their own proper uſe, all and ſingular the rents, iſſues, revenues and profits of the ſaid Mannors, Lands and Premiſſes hereby limited and intended to be ſold, until ſale be thereof made, as followeth. Provided always, and it is hereby declared and agreed, by and between all and every the ſaid parties to theſe preſents, and the true intent and meaning of them, and of theſe preſents, is, That it ſhall and may be lawful to and for the ſaid *Edward* Lord *Herbert*, paying to Sir *Richard Eaton* of *Newport* in the County of *Salop* Knight, his executors and adminiſtrators, to be diſpoſed according to the truſt hereafter mentioned, the ſum of 1000 *l.* of good and lawful money, or ſuch leſs ſum of money, as the ſaid *Jo.* Earl of *Bridgewater*, and *Edward Herbert*, party to theſe preſents, or the ſurvivor of them, ſhall think fit, and appoint) at any time or times, during the term of his natural life, by Indenture, or by any deed or deeds, writing or writings to be by him the ſaid *Edward* Lord *Herbert*, ſealed and ſubſcribed in the preſence of two or more credible witneſſes, to declare, limit and appoint all or any the ſaid Mannors, meſſuages, Lands, Tenements, Rents, Hereditaments and Premiſſes, with their appurtenances, in the ſaid County of *Monmouth*, (the ſaid Capital meſſuage called by the name of St *Julians*, and the Lands late in the tenure or occupation of *John Morgan* Eſquire, and the Lands and Tenements whereof the uſe is herein before limited to the ſaid *Richard Herbert*, party to theſe preſents,

or the ſurvivor of them, in poſſeſſion always excepted and reſerved) to and for the Joynture of any wife or wives, which he the ſaid *Edward* Lord *Herbert* ſhall hereafter happen to marry, for and during the natural life and lives of ſuch wife and wives, or for any number or term of years determinable upon her or their life or lives, the ſame to take effect after the death of the ſaid *Edward* Lord *Herbert*; and that there and ſo often, and from thenceforth, the ſaid recovery or recoveries ſhall be and enure, and the recoverer and recoverers therein named, his and their heirs ſhall ſtand and be ſeized of and in the ſaid Mannors, Meſſuages, Lands, Tenements and Hereditaments in the ſaid County of *Monmouth*, with their rights members and appurtenances, or of or in ſo much or ſuch part thereof, of, for and concerning the which ſuch Indenture, Deed or Writing ſhall be made by the ſaid *Edward* Lord *Herbert*, as aforeſaid, for the Joynture of any ſuch wife or wifes, or number of years determinable, upon her or their life or lives, as aforeſaid, according to the true intent and meaning of the ſame Indenture, Deeds and Writings, and of theſe preſents. And it is hereby declared and agreed by and between the ſaid parties hereunto, that the ſaid ſum of one thouſand pounds herein before mentioned, or ſuch leſs ſum as aforeſaid, to be paid by the ſaid *Edward* Lord *Herbert*, to the ſaid *Richard Eaton*, as aforeſaid, ſhall go and be employed upon the truſt herein after following, *(viz.)* in caſe the debts and ſums of money mentioned in the Schedule hereunto annexed, be not then paid, then the ſame, or ſo much thereof as ſhall be ſufficient to pay and ſatisfie ſuch of the ſaid debts or ſums of money mentioned in the ſaid Schedule hereunto annexed, as the ſaid *J.* Earl of *Bridgewater*, and *Edward Herbert*, party to theſe preſents, or the ſurvivor of them and his heirs ſhall think fit, ſhall be diſburſed and employed to that purpoſe; and after the ſaid debts and ſums of money, or ſuch of them as the ſaid *J.* Earl of *Bridgewater*, and *Edward Herbert* ſhall think fit, ſhall be paid or ſatisfied, then the ſurpluſage (if any be) of the ſaid one thouſand pounds or ſuch leſs ſum, as aforeſaid, ſhall be diſpoſed and employed, for the purchaſing and buying of Lands, Tenements and Hereditaments, to be ſetled on the ſaid *Edward Herbert*, party to theſe preſents, for and during the term of his natural life, and after his deceaſe to the uſe and behoof of ſuch perſon and perſons, and in ſuch manner and form as the ſaid Lands, Tenements and Herditamenrs in the County of *Monmouth* herein before limited, to the ſaid *Richard Herbet*, party to theſe preſents

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for his life, with remainders over, are limited, eſtated and ſetled: Provided always, and it is covenanted, granted, condeſcended, concluded and agreed by and between all the ſaid parties to theſe preſents, and the true intent and meaning of them, and every of them, and of theſe preſents is, that if the ſaid *Richard Herbert*, party to theſe preſents, or ſome other perſon or perſons, to whom any eſtate is hereby limited or intended to be limited, of and in the ſaid Mannors, Lands, Tenements and Hereditaments within the Kingdom of *Ireland*, or any of them, their or ſome of their heirs or aſſigns, or ſome of them, ſhall not within two years next after the deceaſe of the ſaid *Edward* Lord *Herbert*, well and truly pay, or cauſe to be paid to the ſaid *Edward Herbert*, Son of the ſaid *Edward* Lord *Herbert* (if he the ſaid *Edward Herbert*, Son to the ſaid *Edward* Lord *Herbert*, ſhall ſo long live) the ſum of two thouſand pounds of, &c. that then and immediately after ſuch default of payment, all and every uſe and uſes herein before limited and declared as for and concerning all and every the Mannors, Lands, Tenements and Hereditaments, within the Kingdom of *Ireland*, ſhall ceaſe and be void, and then alſo and from henceforth the ſaid recovery and recoveries, ſo as aforeſaid, or in any other ſort to be had and ſuffered, and the Recoverer and Recoverers therein named, his and their heirs, ſhall ſtand and be ſeized of and in all and ſingular the Mannors, Lands, Tenements and Hereditaments, with their Appurtenances, within the ſaid Kingdom of *Ireland*, to the uſe and behoof of the ſaid *Edward Herbert*, Son of the ſaid *Edward* Lord *Herbert*, his heirs and aſſigns, until he or they ſhall and may, out of the rents, iſſues and profits thereof, have fully levied and received the ſaid ſum of two thouſand pounds, together with conſideration after the rate of 8 *l. per centum*, *per annum*, for the forbearance thereof, from the end of the ſaid two years next enſuing the death of the ſaid *Edward* Lord *Herbert*, and all damages, coſts and charges which he the ſaid *Edward Herbert*, Son of the ſaid *Edward* Lord *Herbert*, his heirs, executors or adminiſtrators, ſhall ſuſtain to be put unto, in or about the recovery of the ſaid premiſſes, or of the ſaid ſum of two thouſand pounds, or any part thereof, or in or about any ſuit concerning the ſame: Provided alſo, and it is covenanted, granted, condeſcended, concluded and agreed, by and between the ſaid parties to theſe preſents; and the true intent and meaning of them, and every of them, and of theſe preſents is, That it ſhall and may be lawful to and for the ſaid *Richard Herbert*,

party

party to theſe preſents, by Indenture; or by any Deed or Deeds, Writing or Writings, indented or poll, to be by him the ſaid *Richard Herbert*, party to theſe preſents, ſealed and ſubſcribed in the preſence of two or more credible witneſſes, to declare, limit, or appoint all or any of the ſaid mannors, Lordſhips, meſſuages, Lands, Tenements, Hereditaments and Premiſſes, in the Kingdom of *Ireland*, to and for the Joynture of any Wife or Wives, which he the ſaid *Richard Herbert*, ſhall hereafter happen to marry, or to take to wife, for and during the natural life or lives of ſuch Wife or Wives, or for any number or term of years determinable upon her or their life or lives, the ſame to take effect upon the deceaſe of the ſaid *Edward* Lord *Herbert*, and *Richard Herbert*, and the ſurvivor of them, to be ſubject to the uſe herein before limited, to the ſaid *Edward Herbert*, ſon of the ſaid *Edward* Lord *Herbert*, and his heirs in the manner aforeſaid, and then and from thenceforth, the ſaid recovery and recoveries ſhall be and enure, and the Recovery and Recoverers therein named, his and their heirs ſhall ſtand and be ſeized of and in the ſaid mannors, Lordſhips, meſſuages, Lands, Tenements, Hereditaments and Premiſſes, in the Kingdom of *Ireland*, with the rights, members and appurtenances thereof, or of, or in, or ſo much, or ſuch part thereof, for or concerning which ſuch Indenture, Deed or Writing, ſhall be made by the ſaid *Richard Herbert*, as aforeſaid, for the life of any ſuch Wife or Wives, or number of years determinable upon her or their life or lives, as aforeſaid, according to the true intent and meaning of the ſaid Indenture, Deeds or Writings, and of theſe preſents, ſubject nevertheleſs to the ſaid uſe herein before limited, to the ſaid *Edward Herbert*, ſon of the ſaid *Edward* Lord *Herbert*, his heirs and aſſigns in manner aforeſaid: Provided alſo, and it is nevertheleſs covenanted, concluded, condeſcended and agreed by and between the ſaid parties to theſe preſents, that it ſhall and may be lawful to and for the ſaid *Richard Herbert*, party to theſe preſents, at all or any time or times hereafter, during his natural life, being then actually ſeized of the immediate eſtate of Free-hold in poſſeſſion, of or in the ſaid mannors, Lands, Tenements, Hereditaments and Premiſſes, or any of them, by vertue or means of the ſaid Recoveries or any of them, and of theſe preſents, or of any the limitations, of uſes herein limited, to demiſe or to Farm-let by Indenture or Indentures, ſuch or ſo much of the ſaid mannors, Lands, Tenements, Hereditaments and Premiſſes, whereof he ſhall be then ſo ſeized

in

in poſſeſſion of ſuch eſtate, as aforeſaid, or any part thereof chargeable and charged, nevertheleſs with their liberties and powers herein contained, and with the terms and eſtates hereof, thereby, or in purſuance thereof made or raiſed unto any perſon or perſons whatſoever in poſſeſſion, for any number of years not exceeding the number of Twenty one years, from the making thereof in poſſeſſion, or for the term of three lives, or for any fewer number of years or lives, or for any number of years determinable on their lives, or any fewer number of lives in poſſeſſion, ſo as upon every ſuch demiſe, leaſe or grant ſo to be made as aforeſaid, there be reſerved reſpectively ſuch rents and ſervices, as at any time within the ſpace of Seven years laſt paſt, before the date of theſe preſents, have been reſerved for the ſame, or more or greater rent payable for the ſame, during the continuance of every ſuch ſeveral or reſpective demiſe or leaſe, ſo to be made as aforeſaid, to ſuch perſon and perſons, as by force of theſe preſents, ſhall or ought to have the immediate reverſion or remainder thereof, and that immediately from and after every or any ſuch time, as any ſuch ſeveral and reſpective demiſe, leaſe or grant ſhall be made as aforeſaid, the recovery and recoveries, and every of them ſhall be and enure, and ſhall be taken to be and enure; and the ſaid Recoverer and Recoverers in the ſaid Recovery named, and every of them, their and every of their heirs, and all and every other perſon or perſons, which at any time hereafter ſhall be ſeized of ſuch parts and parcels of the premiſſes, as ſhall be demiſed or leaſed, as aforeſaid, ſhall ſtand and be ſeized thereof, and of every part thereof, to the uſe and behoof of ſuch ſeveral and reſpective perſon and perſons to whom any ſuch demiſe or leaſe ſhall be ſo made, as aforeſaid, their ſeveral and reſpective executors, adminiſtratos and aſſigns, to ſuch ſeveral and reſpective eſtate and eſtates, term and terms, and ſuch manner and form, as in ſuch ſeveral and reſpective demiſes or leaſes to be made, as aforeſaid, ſhall be mentioned and expreſſed, ſubject to the rents, covenants, conditions, proviſoes and agreements, as therein ſhall be ſeverally and reſpectively contained and expreſſed, and of the reverſion and reverſions, remainder and remainders thereof, to the uſe of ſuch perſon or perſons, as by force of theſe preſents ſhall or ought to have the immediate reverſion or remainders thereof, any thing, &c. Provided always, and it is, &c. and the true intent, &c. is, that it ſhall and may be lawful, to and for the

ſaid

ſaid *Richard Herbert*, party to theſe preſents, at any time or times after the deceaſe of the ſaid *Edward* Lord *Herbert*, during his natural life, by Indenture, Deed or Writing to be by him the ſaid *Richard Herbert*, party to theſe preſents, ſealed and ſubſcribed in the preſence of two or more credible witneſſes, to make any leaſe or leaſes, demiſes or grants, of all or any part of the ſaid Mannors, Lands, Tenements and premiſſes, with their appurtenances, as well thoſe within this Realm of *England*, and the Principality of *Wales*, as thoſe within the ſaid Kingdom of *Ireland* (except ſuch of the Mannors, Lands, Tenements and premiſſes in the ſaid County of *Monmouth*, as ſhall be limited to or for the Joynture of ſuch Wife or Wives as the ſaid *Edward* Lord *Herbert* ſhall hereafter marry, for and during the life or lives of ſuch Wife or Wives only) for the term of twenty one years, or under, or for one, two, three or more lives, or for any number or term of years determinable, upon one, two, three or more lives in poſſeſſion or reverſion, or otherwiſe, with reſervation of rent, or without reſervation of rent, at his and their will and pleaſure unto any perſon or perſons, ſubject nevertheleſs to the uſe herein before limited, to the ſaid *Edward Herbert*, Son of the ſaid *Edward* Lord *Herbert*, his heirs and aſſigns in manner aforeſaid, upon truſt for the raiſing of the ſeveral portions herein after mentioned, for ſuch daughter and daughters, as the ſaid *Richard Herbert*, Son of the ſaid *Edward* Lord *Herbert*, ſhall happen to have, and not otherwiſe; Provided (that is to ſay) if one daughter only, then for the raiſing of 3000 *l.* for that daughter; if more than one daughter, than for the raiſing of 2000 *l.* apiece, for each and every one of the ſaid daughters; and that all or every ſuch Leaſe or Leaſes, Demiſes or grants ſo to be made, as aforeſaid, ſhall ſtand and be good and effectual in the Law, to all intents and purpoſes; and that the ſaid Recovery and Recoveries ſo as aforeſaid, or in any other ſort to be had and ſuffered, and the Recover and Recovers therein named, his and their heirs, ſhall ſtand and be ſeized of and in ſuch part, and ſo much of the Mannors, Meſſuages, Lands and premiſſes, with the appurtenances, as ſhall be ſo demiſed or leaſed, as aforeſaid, and every part thereof (except as is before excepted) to the uſe of ſuch perſon or perſons, his and their executors, adminiſtrators and aſſigns, to whom ſuch demiſes, leaſes or grants ſhall be ſo made, as aforeſaid, for and during ſuch leaſes, eſtates and terms, as ſhall be ſo demiſed and granted, as aforeſaid, ſubject nevertheleſs

leſs to the ſaid uſe herein before limited, to the ſaid *Edward Herbert*, Son of the ſaid *Edward* Lord *Herbert*, his heirs and aſſigns, in manner aforeſaid; Provided alſo, and it is, &c. and the true intent, &c. that it ſhall and may be lawful to and for the ſaid *Richard Herbert*, party to theſe preſents, from time to time, and at all times during his natural life, by any his Deed or Deeds, Writing or Writings, indented or poll, to be by him the ſaid *Richard Herbert*, party to theſe preſents, ſigned, ſealed and delivered in the preſence of two or more credible witneſſes, to revoke, annihilate, fruſtrate and make void all or any of the uſe or uſes, eſtate or eſtates, or limitations herein before limited, declared and appointed, of, for, or concerning any three Plough-lands of the premiſſes, in the Kingdom of *Ireland*, not exceeding in the whole the clear yearly value of 150 *l. per annum*, over and above all charges and reprizes, other than the uſe herein before limited to the ſaid *Edward Herbert*, Son of the ſaid *Edward* Lord *Herbert*, and his heirs in the manner aforeſaid, and other than the uſe herein before limited to the ſaid *Edward* Lord *Herbert*, for his life; and that then and from thenceforth, the uſe and uſes, eſtate and eſtates, limitations herein before declared, limited or appointed, of, for and concerning ſuch of the laſt mentioned premiſſes, for or concerning which any ſuch nomination ſhall ſo be had or made, other than the uſes herein before limited, to the ſaid *Edward* Lord *Herbert*, and *Edward* Son of the ſaid *Edward* Lord *Herbert*, and his heirs, in the manner aforeſaid, ſhall ceaſe, determine and be utterly revoked, fruſtrate and made void; and then alſo it ſhall and may be lawful, to and for the ſaid *Richard Herbert*, party to theſe preſents, by the ſame Deed or Deeds, or by any other Deed or Deeds, to be ſigned, ſealed and delivered by him the ſaid *Richard Herbert*, as aforeſaid, to declare, limit or appoint any other new uſe or uſes, eſtate or eſtates whatſoever, of the ſaid premiſſes, of, for or concerning which any ſuch revocation ſhall be ſo made, or any part and parcel thereof, unto any perſon or perſons whatſoever, ſubject nevertheleſs to the ſaid uſe herein before limited, to the ſaid *Edward Herbert*, Son of the ſaid *Edward* Lord *Herbert*, and his heirs, in the manner aforeſaid, any thing in theſe preſents contained to the contrary thereof in any wiſe notwithſtanding. and that then alſo, and from thenceforth, the ſaid recovery and recoveries, as to ſuch of the premiſſes, concerning which any ſuch revocation and new declaration ſhall be ſo made, to ſuch uſes, intents and purpoſes,

as

as the ſaid *Richard Herbert*, party to theſe preſents, by any ſuch Deed or Deeds, as aforeſaid, ſhall declare, limit or appoint; Provided alſo, and it is, &c. that if the ſaid *Edward* Lord *Herbert*, and *Richard* his Son, ſhall both of them be minded to make ſale of the Mannors, Lands, Tenements and Hereditaments, within the County of *Monmouth*, or any of them (other than ſuch as herein are before limited, to the ſaid uſe of the ſaid *Richard Herbert*, party to theſe preſents, and his heirs in poſſeſſion) which ſales is not meant or intended by any of the parties to theſe preſents to be made, but for raiſing of money to be imployed and beſtowed upon the purchaſe of ſome other lands of as good value, or in ſome other place or places, to be ſettled and eſtated, to the ſame uſes and eſtates, and with the ſame powers and proviſoes, and in the ſort and manner, as thoſe Lands ſo to be ſold, are hereby limited, and mentioned to be ſettled and eſtated, and being both ſo minded, ſhall at any time during their joynt lives, by any Deed or Deeds, Writing or Writings to be by him the ſaid *Edward* Lord *Herbert*, and *Richard Herbert*, his Son, party to theſe preſents, ſealed and ſubſcribed in the preſence of two, &c. declare and publiſh their mind, intent and meaning to be, to revoke, alter and fruſtrate the ſaid uſes and eſtate, before in theſe preſents mentioned, declared, limited or appointed, or any of them, or for or concerning the ſaid laſt mentioned mannors and premiſſes, or any of them, or any part or parcel thereof, or any of them; that then from and after ſuch declaration or publication, ſo to be made as aforeſaid, the ſame uſe and uſes, eſtate and eſtates, in and by theſe preſents limited, expreſſed, declared or appointed, of, for or concerning the which any ſuch declaration or limitation ſhall be made as aforeſaid, ſhall ceaſe and become utterly void, fruſtrate and of none effect, to all intents, conſtructions and purpoſes whatſoever, and that then and from thenceforth, the ſaid recovery and recoveries, ſo as aforeſaid, or in any other ſort to be had and ſuffered, ſhall be and enure, and the Recoverer and Recoverers therein named, his and their heirs, ſhall ſtand and be ſeized of and in the ſaid mannors, lands and premiſſes laſt mentioned, or ſo much, or ſuch part thereof, concerning which any ſuch declaration or publication ſhall be made as aforeſaid, to ſuch uſes, intents, truſts and purpoſes, as the ſaid *Edward* Lord *Herbert* and *Richard*, party to theſe preſents, by any Deed or Deeds, &c. ſealed and ſubſcribed in the preſence of two, &c. ſhall declare, limit or appoint. And it is further, &c.

for

for the conſiderations aforeſaid, that in caſe any of the ſaid mannors, intended to be comprized in the ſaid fine or fines, recovery and recoveries, ſhall be omitted or left out, and not be compriſed in the ſaid fine or fines, recovery or recoveries, or in caſe there ſhall happen to be any defect in the aſſurance of the premiſſes, or any of them, according to the true, &c. that they the ſaid *Edward* Lord *Herbert*, and *Richard Herbert*, party to theſe preſents, their heirs and aſſigns, and all and every other perſon and perſons, which now are, or hereafter ſhall be ſeized of, and in ſuch of the ſaid mannors, &c. as ſhall be ſo omitted or left out, and not to be comprized, as aforeſaid, or whereof ſuch fine or fines, recovery or recoveries ſhall not be levied and had, or whereof the aſſurance hereby intended to be made, ſhall be any way defective, ſhall ſtand and be ſeized thereof, and every part and parcel thereof, with their and every of their appurtenances, and the reverſions thereof, to and for the ſeveral and reſpective eſtate and eſtates thereof, herein before ſeverally and reſpectively limited unto them, or any of them, as aforeſaid, under the ſeveral proviſoes herein before mentioned, and to none other uſes, intents and purpoſes. In witneſs, &c.

J. W. *being ſeized of a Mannor, and other Lands (conceiving he ſhould dye without iſſue, and intending to ſettle the ſame to good uſes) by Deed, granteth and conveyeth the ſame to* A. B. C. *&c. in truſt to the uſe of himſelf for life, and after of* Rachel *his wife for life, the remainder to the heirs of his body, and in default of ſuch heirs, to grant the ſame as he ſhould by will, or other writing, limit or appoint, &c. with ſeverat Proviſoes, &c.*

THis Indenture made, &c. between *J. W.* of, &c. of the one part, and *A. B. C. D.* &c. of the other part, witneſſeth, that the ſaid *J. W.* for and in conſideration of the better confirmation and ſtrengthning of a Joynture already made and granted to *R.* his now wife, and for her better maintenance and livelihood in time to come, and for the natural love and affection which he the ſaid *J. W.* beareth to the heirs of his body, begotten and to be begotten, and for ſettling and eſtabliſhing of the inheritance of the Lands and Tenements hereafter mentioned, to and in the ſaid *A. B. C. D.* &c. and their heirs, to the uſes, intents and purpoſes hereafter ſpecified. Hath given, granted, enfeoffed and confirmed, and by, &c. unto the ſaid *A. B. C. D* &c.

&c. their heirs and assigns for ever, all that the Mannors, Capital Messuages, and Farm of *B.* in, &c. with the rights, members and appurtenances thereof; and all that the Advowson, Patronage and Gift of the Parish-Church of *B.* and all and all manner of Houses, Edifices, Dove-Houses, &c. and all those Thirteen Messuages or Tenements, &c. and all shops, cellars, sollers, &c. and all other the messuages, lands, tenements, reversions, services and hereditaments whatsoever, which he the said *J. W.* standeth seized of any estate of inheritance, within the Counties of, &c. aforesaid, or elsewhere within the Kingdom of *England*; and the reversion and reversions, remainder and remainders of all and singular the said premisses, and all rents and yearly profits reserved, due or payable by or upon any demise, lease or grant, demises, leases or grants made of the said premisses, or any part thereof, and all the estate, right, title, interest, claim and demand whatsoever, of him the said *J. W.* of, in and to the same premisses, and every or any part or parcel thereof, and also such Deeds, Charters, &c. to have and to hold the said mannors, messuages, Farms, Tenements and Rectory, and all and singular other the premisses before by these presents granted or mentioned, meant or intended to be granted, with their and every of their appurtenances unto the said *A. B. C. D.* &c. their heirs and assigns for ever, to the uses, intents and purposes hereafter in these presents limitted, expressed and declared, and to none other use, intent or purpose (that is to say) as for, touching and concerning the said mannor, Capital messuage and Farm of *Burnet*, and all lands, meadows, pastures, &c. And the said Rectory and Parsonage of *Chewton*, alias *Chewton*, and with the rights, members and appurtenances thereof, and all and all manner of tithes of corn, hay and wool, and all obligations, obventions, profits, commodities and hereditaments whatsoever, coming, growing, yearly renewing or happening in *Chewton* aforesaid, or elsewhere, to the said Rectory or Parsonage belonging, or in any wise appertaining, and the said messuage or tenement, &c. and the said three messuages of tenements, &c. and all Cellars, Sollers, Houses, &c. and the reversion and reversions rhereof, &c. and all rents and services thereunto belonging, or in any wise appertaining, to the use and behoof of *J. W.* and his assigns, for and during the term of the natural life of the said *J. W.* without impeachment of, or for any manner of waste, and after the decease of the said *J. W.* then to the only use and behoof of the said

Rach el,

Rachael, for and during the term of her natural life, for and in the name of her Joynture, and in full recompence of her Dower, and title of Dower, which she the said *Rachel* shall or may have of or to the lands, tenements and hereditaments of the said *J. W.* and after the decease of the said *J. W.* and *Rachel*, then to the use and behoof of the heirs of the body of the said *J. W.* lawfully begotten, or to be begotten; and for default of such issue, to the use and behoof of the said *A. B. C. D.* &c. their heirs or assigns for ever; upon this hope, trust and confidence nevertheless in them reposed, by the said *J. W.* that they the said *A. B. C. D.* &c. and the survivors and survivor of them, and his and their heirs and assigns, and at all times after the ending of the said estates of the said *J. W.* and *Rachel* his Wife, of and in the said mannors and premisses to them above limited, make such grants and conveyances of the same, and dispose, distribute and employ the rents, issues and profits thereof, to such person and persons, and in such manner and form as the said *J. W.* by his last Will and Testament in writing (by him) to be subscribed with his own hand, and sealed with his seal in the presence of three or more witnesses, or by any other writing to be by him subscribed and sealed in the presence of so many witnesses, as aforesaid, shall nominate, declare or appoint; and for and in default of such nomination or appointment; then that the persons trusted, and the survivors and survivor of them, his and their heirs and assigns, shall convey and assure the said mannor and premisses, to and on the right heirs of the said *J. W.* for ever, and as for, touching and concerning all other the said messuages, Lands, Tenements and premisses residue with the appurtenances, whereof no use is before by these presents limited or declared to the use and behoof of the said *J. W.* and of the heirs of his body lawfully begotten, and to be begotten; and for default of such issue, to the use and behoof the said *A. B. C. D.* &c. their heirs and assigns for ever, upon the like hope, trust and confidence in them reposed, and that the said persons trusted, and the Survivors and Survivor of them, and his and their heirs and assigns, at all times, from and after such time as the said *J. W.* shall be dead, without heir of his body, shall make such grants and estates of the said Lands, and premisses residue, &c. or any part or parts thereof, and distribute, dispose and employ the rents, issues and profits thereof, to such person and persons, and in such manner and form as the said *J. W.* by his last

Will and Teſtament in writing to be by him ſubſcribed with his own hand, and ſealed in the preſence of three or more witneſſes, or by any other writing to be by him ſubſcribed and ſealed in the preſence of ſo many Witneſſes, as aforeſaid, ſhall nominare, declare, limit and appoint, and for and in default of ſuch nomination or appointment, then, that the ſaid perſon or perſons truſted, and the Survivors or Survivor of them, his and their heirs and aſſigns ſhall convey and aſſure the ſame lands and premiſſes reſidue with the appurtenances, to and upon the right heirs of the ſaid *J. W.* For ever. Provided always, and it is fully and plainly covenanted, concluded and agreed, by and between the ſaid parties to theſe preſents, for them, their heirs and aſſigns, that it ſhall be lawful to and for the ſaid *J. W.* and that the ſaid *J. W.* ſhall have full power and authority from time to time, and at all times hereafter, at will and pleaſure, by his Deed or Deeds in writing, to demiſe, grant, and to farm-let all or any the ſaid Mannor, Meſſuages, Lands, Tenements and Hereditaments, and every or any part or parts thereof, as well in poſſeſſion, as in reverſion, or in poſſeſſion, or in reverſion, unto any perſon or perſons for one, two or three lives, or for any number of years whatſoever, by and under ſuch Rents, Reſervations, Covenants, Conditions, Limitations and Agreements, as to him ſhall ſeem meet, or without any Rent, Reſervation or Condition, at his will and pleaſure; at that, when, and as often any ſuch demiſe, grant or leaſe ſhall be ſo made by the ſaid *J. W.* of the premiſſes, or any part or parts thereof, the ſaid parties truſted, and every of them, and the ſurvivors and ſurvivor of them, and every of them, and his and their heirs and aſſigns, ſhall ſtand and be ſeized of ſuch part, parts and parcels of the ſaid Mannor, Meſſuages, Farms, Tenements, Rectory and Premiſſes, as ſhall be ſo demiſed, leaſed or granted, immediately from and after every ſuch demiſe, Leaſe or grant made, to the uſe and behoof of every ſuch perſon and perſons, to whom any ſuch leaſe, demiſe or grant ſhall be ſo made, and of their executors, adminiſtrators and aſſigns reſpectively only for and during the continuance of the eſtate and eſtates, term and terms, intereſt and intereſts, to be limited and expreſſed, in ſuch Leaſe, Demiſe or Grant, under ſuch Rent, Reſervations, Condition and Conditions, Limitation and Limitations, as in or by ſuch Leaſes, Demiſes or Grants ſhall be limited, expreſſed or contained reſpectively, according to the intent, purport and true meaning of every

ſuch

ſuch Demiſe, Grant and Limitation, and of the Reverſion and Reverſions, Rents and Services reſerved, and depending upon the ſame Leaſes and Grants, and alſo after the end and expiration of every ſuch Demiſe, Leaſe and Limitation to be made, and as the ſame ſhall reſpectively end and determine, then from time to time of all and every ſuch part and parts of the Premiſſes, as ſhall be ſo demiſed, leaſed or limited, as aforeſaid, to the uſe of ſuch perſon and perſons, and in ſuch manner and form, and of ſuch eſtate and eſtates, with ſuch remainder and remainders over, as are before herein and hereby limited, appointed and declared, and to none other uſe, intent or purpoſe. Provided likewiſe, and it is further covenanted, concluded, condeſcended unto and agreed by and between the ſaid parties to theſe preſents, that if the ſaid *J. W.* do and ſhall at any time or times hereafter, in or by any Writing under his Seal, and by him ſubſcribed with his Hand in the preſence of three or more Witneſſes, ſignifie and declare that he is minded to alter, change, revoke, determine, fruſtrate or make void all or any the uſes or eſtates hereby made, limited or appointed, that then and from thenceforth all and every ſuch uſe and uſes, eſtate and eſtates, whereof or concerning which he ſhall ſo ſignifie or declare his ſaid mind as aforeſaid, ſhall reſpectively be fruſtrated, void, revoked, determined, and of no force or effect, only of, for and concerning all ſuch and ſo much of the ſaid Mannor, Rectory, Farms, Lands and Premiſſes before herein mentioned, whereof he the ſaid *J. W.* ſhall ſo ſignifie and declare his mind as aforeſaid, and then and from thenceforth this preſent Feoffment and grant ſhall enure and be, and the ſaid *A. B. C. D.* &c. and their heirs ſhall ſtand, and be ſeized of, for and concerning all ſuch, and ſo much of the ſaid Mannors, Lands and Premiſſes, whereof or concerning which he the ſaid *J. W.* ſhall ſo ſignifie and declare his mind as aforeſaid, to the only uſe of ſuch perſon and perſons, and of and for ſuch eſtate and eſtates, and with ſuch remainder and remainders thereof, over and for, upon and under ſuch conditions and proviſoes, and in ſuch manner and form as the ſaid *J. W.* ſhall by any ſuch writing or writings, by him to be ſubſcribed and ſealed as aforeſaid, limit or appoint any thing in theſe preſents contained, or any other matter or cauſe to the contrary thereof in any wiſe notwithſtanding. In witneſs, &c.

Note.

This precedent Deed was executed with Livery and Seizin, and Attorment, the Livery being ſeverally made in the ſeveral Counties aforeſaid.

The Donor made his Will, and thereby deviſed to the Mayor and Commonalty of *B.* ſeveral Annuities, to be iſſuing out of the Lands granted by the precedent, and appointed the ſame to be employed to charitable uſes, and conſtituted *Rachel* his Wife Executrix, and dyed without iſſue.

The Executrix proved his Will.

THe Siſters and Siſters Children of the Donor (as heirs at Law) queſtion the validity of the Deed; whereupon the Mayor, Commonalty and Feoffees, in truſt, exhibit their Bill in Chancery againſt the co heirs and Executrix, and afterwards the matter coming to hearing, by Decree the Deed and uſes are confirmed.

A Condition to pay money weekly.

THe Condition, &c. That if the within bound *A. B. C. D. E. F.* and *G. H.* or any of them, or the executors, adminiſtrators or aſſigns of them, or any of them, do truly pay, or cauſe to be paid to the within named *M. P.* and *J. G.* or either of them, or to the executors, adminiſtrators or aſſigns of them, or either of them, at or in the, &c. the ſum of Four pound of, &c. in manner and form following, that is to ſay, every week weekly on the *Saturday* in every week, one next and conſequently enſuing another, the ſum of two ſhilling, until the ſaid ſum of Four pound ſhall be fully ſatisfied and paid, the firſt payment thereof to begin and to be made on *Saturday* next, being the twentieth day of this inſtant month of *September* within written, that then, &c. but if default ſhall be made of or in any of the payments, that then, &c.

A Condition to pay a ſum of money, and three years payment given.

THe Condition, &c. That if the within bound *J. W.* his executors, adminiſtrators or aſſigns or any of them, do truly

truly pay or cauſe to be paid to the above named *J. P.* his executors adminiſtrators or aſſigns, the ſum of ſeven pound and ten ſhillings of good and lawful money of *England*, at or in the, &c. in manner and form following, that is to ſay, on the third day of *Jan.* which ſhall be in the year of our Lord, 1632. fifty ſhillings thereof, on the third day of *Jan.* which ſhall be in, &c. 1633. fifty ſhillings more thereof, and on the third day of *Jan.* which ſhall be in, &c. 1634. fifty ſhillings reſidue of the ſaid ſum of ſeven pound ten ſhillings, without fraud or delay, that then this, &c. but if default ſhall be made of or in any of the ſaid payments, in part or all, then this, &c.

A Condition to perform Covenants in a Leaſe, and not to ſeek for a new Leaſe from the chief Landlord.

THE Condition, &c. That whereas the within named *M. H.* by her Indenture of Leaſe, bearing date the day of the date within written, hath leaſed unto the within bound *E. M.* part of a meſſuage or tenement called the *Peter* and *Paul*, ſcituate in *Paternoſter-Row*, in the Pariſh of S. *Michael* at *Quern* in *London*, from the Feaſt of the Nativity of S. *John* Baptiſt laſt paſt, before the date within written, for the term of twenty one years, as by the ſaid Indenture of Leaſe, may appear; if therefore the ſaid *E. M.* his executors, adminiſtrators and aſſigns, and every of them, do well and truly obſerve, perform, fulfil and keep, all and ſingular the covenants, grants, articles, conditions, and agreements, ſpecified and declared in the ſaid Indenture of Leaſe, which on his or their parts, are or ought to be obſerved, performed, fulfilled and kept in and by all things according to the tenor, purport, effect and true meaning of the ſaid Indenture: And further, if the ſaid *E. M.* his executors, adminiſtrators nor aſſigns, nor any other perſon or perſons whatſoever, for him or them, or by his or their, or any of their means, occaſion or procurement, do directly or indirectly procure, get or obtain, or endeavour to go about to procure, get or obtain any Leaſe or grant from the Mayor, Commonalty, and Citizens of the City of *London*, of the ſaſd meſſuage or tenement, or any part thereof, or of that part of the ſaid meſſuage or tenement, which he the ſaid *M. H.* hath leaſed unto the ſaid *E. M.* that then, &c. or elſe, &c.

A Collateral Condition.

THE Condition, &c. That whereas *A. B.* and *C. D.* Citizens and Drapers of *London*, by one Obligation of the date within written, are and ſtand joyntly and ſeverally bound to the within named *E. F.* in 100 *l.* of, &c. with condition for the payment of 52 *l.* or the, &c. at or in the, &c. as by the, &c. and in caſe the ſaid *A. B.* and *C. D.* and either of them, and either of their executors, adminiſtrators and aſſigns, ſhall make default of and in the payment of the ſaid ſum of 52 *l.* to the ſaid, &c. his executors and aſſigns, on the day, and at the place of payment thereof aforeſaid, if then the within bound *L. M.* his executors or adminiſtrators, do well and truly pay, or cauſe to be paid unto the ſaid, &c. the ſum of 52 *l* within the ſpace of eight days next after ſuch default of payment made as aforeſaid, he the ſaid *E. F.* his executors or adminiſtrators, upon the receipt thereof, delivering unto the ſaid *L. M.* his executors or aſſigns, the above recited Obligation, uncancelled and undiſcharged, together with an irrevocable, abſolute and ſufficient Letter of Attorney or Aſſignment thereof, unto the ſaid *L. M.* his executors and aſſigns, by and from the ſaid *E. F.* his executors and aſſigns, and ſealed and delivered in due form of Law before two or three ſufficient witneſſes at the leaſt, that then, &c. or elſe, &c.

A Collateral Covenant to the ſame effect.

TO all people, to whom this preſent Writing ſhall come, *A. B.* of, &c. ſendeth greeting; Whereas *F. W.* of, &c. hath at the ſpecial inſtance and requeſt of the ſaid *A. B.* taken and accepted of one Obligation of the date hereof, wherein *M. N. O. P.* and *Q. R.* their executors, adminiſtrators and aſſigns, ſtand joyntly and ſeverally bound unto the ſaid *F. W.* in the ſum of, &c. with condition thereon endorſed for the payment of, &c. at or in the, &c. as by the ſaid Obligation and Condition may more plainly appear. Now know ye, that the ſaid *A. B.* doth for himſelf, his executors, adminiſtrators and aſſigns, covenant, promiſe and grant to and with the ſaid *F. W.* his executors and aſſigns by theſe preſents, that if the ſaid *M. N. O. P.* and *Q. R.* their executors, adminiſtrators and aſſigns, and every of them, ſhall make default of and in the payment of the ſaid ſum of, &c. unto the ſaid *F. W.* his executors

cutors and aſſigns on the day, and at the place aforeſaid, that then he the ſaid *A. B.* his executors, adminiſtrators or aſſigns, ſhall and will well and truly pay, or cauſe to be paid to the ſaid *F. W.* his executors or aſſigns, the ſaid ſum of, &c. on the &c. next coming after the date thereof, at or in the place, &c. without fraud or delay. He the ſaid *F. W.* his executors or aſſigns, upon payment thereof, delivering to the ſaid *A. B.* his executors or aſſigns, the above recited Obligations, ſafe, whole, uncancelled and undiſcharged, together with a ſufficient and abſolute aſſignment thereof, or Letter of Attorney irrevocable in due form of Law, to be made, ſealed and delivered by the ſaid *F. W.* his executors or aſſigns, before two or three ſufficient Witneſſes at the leaſt. In witneſs, &c.

A Condition to erect a Barn.

THE Condition, &c. That if the within bound *T. S.* his executors, adminiſtrators or aſſigns, do at or before the Feaſt day of, &c. next coming after the date within written, at his and their own proper coſts and charges, well, work-man like, and ſufficiently make, build, erect, ſet up, and fully finiſh, or cauſe to be made, &c. (in all things belonging to the Art or Trade of a Carpenter) in and upon one piece of ground, now in the occupation of, &c. one new Barn, with twelve ſeveral Bays or Rooms in the ſame, of good, new and ſeaſonable Timber, and one ſtrong Door, with four Windows to the ſame, and the ſaid Barn to contain in length 116 foot of aſſize, and in breadth 22 foot, and in height eighteen foot of aſſize at the leaſt, and alſo do, at or before the ſaid Feaſt-day of, &c. make, or cauſe to be made, at his or their like coſts and charges, within the ſaid Barn ſo to be builded and ſet up, the one half and moyety thereof meet and convenient for a ſtable room, and a ſufficient floor for the ſame moyety, upon the main ground with good, new and ſeaſonable planks of Oaken Timber together with Racks aud Mangers, ſufficient and convenient for the ſame, and do alſo to the other moyety of the ſame Bays or Rooms, make one ſubſtantial floor of ſeaſonable boards, and do likewiſe at his and their like coſts and charges, find and allow all ſuch nails, as ſhall be needful to be ſpent and occupied in and about the erecting, ſetting up and finiſhing of the ſame Barn and Stable with Floors, Racks, Mangers, Doors, Windows and planks, (except if any be excepted) that then, &c. (or you may proceed thus)

thus) And the within-named *D. E.* in conſideration of the premiſes, is to pay unto the ſaid *T. S.* his executors or aſſigns 20 *l.* 10 *ſh.* of, &c. in form following, *viz.* at the enſealing hereof 6 *l.* 8 *ſh.* 4 *d.* thereof, which he had paid accordingly on the, &c. and at the fully finiſhing of the ſame Barn as aforeſaid, other, &c. in full payment of the ſaid ſum of, &c. that then, &c.

A Condition, that whereas A. B. *had delivered a bond and a Letter of Attorney to* C. D. *to recover a debt of,* &c. *the ſaid* C. D. *is bound to re-deliver the bond or the money.*

THe Condition, That whereas the within bound *C. D.* the day of the date within written, hath received and had of the within named *A. B* one Bond or Obligation, bearing date, &c. (and ſo recite the Bond) as by the ſaid Obligation and Condition may more plainly appear, which ſaid Bond or Obligation, together with one other Writing or Letter of Attorney of the date within written, the ſaid *A. B.* hath delivered to the ſaid *C. D.* in truſt only for the recovery and receiving of the ſaid debt of &c mentioned in the Condition of the ſaid Obligation, together with coſts, damages, and reaſonable intereſt, if any ſhall be, of and from the ſaid, &c. his executors or adminiſtrators; if therefore that the ſaid *C. D.* his executors, adminiſtrators or aſſigns, do at any time hereafter, within the ſpace of one whole year next coming after the date within written, either well and truly pay, or cauſe to be paid to the ſaid *A. B.* his executors or aſſigns, the full ſum of, &c. at or in the, &c. or otherwiſe re-deliver, or cauſe to be re-delivered to the ſaid *A. B.* his executors or aſſigns, the ſaid Obligation or Bond, and the ſaid Letter of Attorney, ſafe, whole, uncancelled and undiſcharged, and in as good condition as he received them, or either of them (the perils and dangers of the Seas and Pirats only excepted) within the time and ſpace before limited; that then, &c. or elſe, &c.

A Condition to pay a ſum of money at ones return from beyond Sea.

THe Condition, &c. That whereas the within named *A. B.* the day of the date within written, hath paid and delivered unto the within bound *C. D.* the ſum of, &c. which ſaid ſum the ſaid *A. B.* is contented, that the ſaid *C. D.* ſhall employ and adventure in a Voyage, wherein the

the ſaid *C. D.* is bound in the good Ship called the, &c. unto the *Eaſt-Indies*, upon the condition that the ſaid *C. D.* his executors, adminiſtrators or aſſigns, ſhall truly pay, or cauſe to be paid upon the ſaid *A. B.* his executors or aſſigns, the full ſum of, &c. at the return of the ſaid *C. D.* and the ſaid ſhip, or either of them, which ſhall firſt and next happen from the *Eaſt-Indies* as aforeſaid, into the Realm of *England*. If therefore the ſaid *C. D.* his executors, adminiſtrators or aſſigns, do or ſhall within one month next after the return either of himſelf, or of the ſaid Ship, called the &c. from the *Eaſt-Indies* aforeſaid, into the Realm of *England*, well and truly pay, or cauſe to be paid to the ſaid *A. B.* his executors or aſſigns, the ſaid ſum of, &c. of like lawful money of *England*, without fraud or delay, that then, &c. or elſe, &c.

A Condition for delivery of Wool.

THE Condition, &c. That whereas the within bound *A. B.* for the ſum of, &c. to him by the within named *C. D.* in hand, at the ſealing of this obligation truly paid, whereof he the ſaid *A. B.* acknowledgeth the receipt, hath bargained and ſold to the ſaid *C. D.* one hundred Tod of merchantable Wool, good and lawful, *viz.* at the rate and price of ten ſhillings the Tod, if therefore the ſaid *A. B.* his executors, &c. do well and truly deliver, or cauſe to be delivered unto the ſaid *C. D.* his executors, &c. all the ſaid one hundred Tods of Wool, ſorted and packed by an indifferent ſworn Wool-packet, frank and free at the Warehouſe of, &c. on or before, &c. without any delay, that then, &c.

Another Condition to deliver certain Tods of Wools.

THE Condition, &c. That if the within bound *A. B.* and *C. D* or either of them, or the executors, adminiſtrators or aſſigns of them, or either of them, do well and truly deliver, and cauſe to be delivered unto the within named *E. F.* his executors, &c. the full number or quantity of forty Tods of good and merchantable wools, of the proper ſheeps growth of them the ſaid *A. B.* and *C. D.* well waſhed and dryed, and wrought by a ſworn wool-man, without cot, combar, gare or refuſe, and to be weighed by the Tod, accompting and allowing eight and twenty pound weight of wool, with a reaſonable liſt to every Tod, on or before the, &c. next enſuing the date within written, at or within the, &c. frank

and

and free of all manner of coſts, charges and payments, there to be demanded, without fraud or delay, that then, &c. or elſe, &c.

A Condition for the delivery of Cow-hides.

THe Condition, &c. That if the above-bound *E. F.* his executors, adminiſtrators or aſſigns, or any of them, do truly deliver, or cauſe to be delivered to the above named *G. H.* his executors, adminiſtrators or aſſigns, at or in *Leaden-Hall* yard *London*, at or before the, &c. next coming, after the date of the above written, 19 Cow-hides, and one Steer-hide, well tanned, and as good merchantable ware, as is uſually ſold in *Leaden-Hall* yard aforeſaid, which Hides the ſaid *H. H.* before the enſealing hereof, hath delivered to the ſaid *E. F.* to be tanned as aforeſaid, and is to pay upon the full delivery of them to the ſaid *E. F.* his executors or aſſigns, for tanning of the ſame hides, the ſum of 3*l.* 6*ſh.* 8*d.* of lawful money of *England*, that then, &c. or elſe, &c.

A Condition for delivery of Barley.

THe Condition, &c. That if the within bounden *A, B.* his executors, and adminiſtrators or aſſigns, or any of them, do well and truly deliver, or cauſe to be delivered to the within named *C. D.* his executors, adminiſtrators or aſſigns, at his Barn-door, ſcituate, &c. 22 quarters of good ſweet, dry and merchantable barly, in form following, *viz.* 12 quarters on or before the, &c. and on or before, &c. the other ten quarters in full of the ſaid 22 quarters, frank and free from all charges whatſoever, that then, &c. or elſe, &c.

A Condition to make an Aſſurance by a day.

THe Condition, &c. That if the within bound *A. B.* his heirs, executors and adminiſtrators, do before the twentieth day of *May* next coming after the date within written, make, or cauſe to be made unto the within named *C. D.* and to his heirs and aſſigns, ſuch a good, ſure, ſufficient and indefeazible eſtate of inheritance in the Law, to the only uſe and behoof of the ſaid *C. D.* his heirs and aſſigns for ever, or to the uſe of ſuch perſon, and his heirs and aſſigns for ever, as he the ſaid *C. D.* ſhall then name and appoint of and in all that Meſſuage, &c (as the bounds thereof are known) by deeds and evidences ſufficient in the Law,

or

or by fine and recovery if need ſhall be or require, or by any other ſure or lawful means, as by the ſaid *C. D.* or his heirs, or by the aſſigns of him or them, or by their, or any of their Council learned in the Law, ſhall be reaſonably adviſed, deviſed or required, and alſo if the ſame meſſuages, &c. now are and be, and ſo from, &c. for ever ſhall remain, continue and be unto the ſaid *C. D.* his heirs and aſſigns, or to ſuch other perſon as he the ſaid *C. D.* ſhall name and appoint, and his heirs and aſſigns free, clear, and clearly acquitted, exonerated and diſcharged, or otherwiſe upon requeſt ſufficiently ſaved and kept harmleſs, of and from all and all manner of former and other Bargains, Sales, Leaſes, Gifts, Grants, Surrenders and Incumbrances whatſoever, (if need be you may proceed further) and alſo if the ſaid *A. B.* his heirs, &c. do at all times hereafter, and from time to time, from and after the ſaid, &c. for and during the ſpace of ten years, upon reaſonable requeſt to be made by the ſaid *C. D.* his heirs or aſſigns, do make, knowledge and execute, and ſuffer to be done and executed, all ſuch further act and acts, thing and things, device and devices, for the better aſſuring and conveying of the premiſſes unto the ſaid *C. D.* his heirs and aſſigns, as aforeſaid, be it by fine, feoffment, deed or deeds, inrolled or inrolled, recovery, releaſe, or by any other ways or means whatſoever, with warranty againſt the ſaid *A. B.* his heirs and aſſigns, and all other claiming by, from or under him, them, or any of them, or otherwiſe without warranty, as by the ſaid *C. D.* his heirs or aſſigns, or by his or their Council learned, at his and their own proper coſts and charges in the Law ſhall be reaſonably deviſed and required, that then, &c. or elſe, &c.

A Condition for the renewing of a Leaſe, when the Leſſor ſhall come to the age of twenty one years.

THE Condition, &c. That whereas the within bound *R. R.* and *E.* his wife, late wife of the within named *T. W.* by Deed indented, bearing date, &c. have demiſed, granted and to farm-letten unto the within named *J. G.* and *A. P.* all thoſe Copy-hold or cuſtomary Meſſuages, Lands, Tenements, Meadows, Leaſoes, Paſtures, Commons, Woods, Under-woods and Hereditaments commonly called or known by the ſeveral and proper names of, &c. or any of them, or by any other name or names, ſituate, lying & being within the mannor or lordſhip, and Pariſh of *Woodford* in the County

County of *Eſſex*, which were at the time of the deceaſe of the ſaid *T. W.* in the tenure or occupation of *G. H.* or his aſſigns: To have and to hold from the, &c. laſt paſt, before the date hereof, unto the end and term of forty years, from thence next enſuing, and fully to be compleat and ended, if the ſaid *E.* ſhall happen ſo long to live, by the yearly rent of, &c. as by the ſaid Deed indented amongſt other things, covenants, grants and articles therein contained, whereunto relation being had more at large it may appear: if therefore the ſaid *R. R.* and *E.* his wife, within one half year, next after that the ſaid *E.* ſhall come to and accompliſh her full age of twenty one years, upon reaſonable requeſt made by the ſaid *J.* and *A.* or either of them, their executors or aſſigns, at the now, &c. and at the only coſts and charges for writings, or otherwiſe of the ſaid *J.* and *A.* their executors or aſſigns, ſhall make and ſeal, and as their Deeds deliver to the ſaid *J. W.* and *A. P.* their executors or aſſigns, one Indenture or Leaſe, of all and ſingular the ſaid Copy-hold or cuſtomary meſſuages, lands, tenements and hereditaments, before by the ſaid Deed indented, demiſed, and of every part and parcel thereof, and which Indenture ſo to be made, ſealed and delivered, ſhall in all things, and in every covenant, grant and article of the ſame, agree *verbatim* with the ſaid Deed indented, which beareth the date within written, and not otherwiſe, ſave only that after the commencement and beginning of the ſame, it ſhall be made to hold and continue the reſt of the ſaid term of forty years, which ſhall be then to come and unexpired, comprized in the ſaid Deed indented, which beareth the date within-written, (*viz.*) to continue the reſt of the years which ſhall be then to come, and no otherwiſe, that then, &c. or elſe, &c.

A Condition to gather Rents, and to yeild an account thereof.

THe Condition, &c. That if the within bound *A. B.* or his ſuffiient Deputy, do from henceforth during his natural life, well, truly and entirely levy, collect and gather all and ſingular the Rents, Revenues, Emoluments, Perquiſites of Courts, Iſſues and Profits whatſoever, of, or belonging to the Lordſhip or Mannor of, &c. and of all the meubers and parcels of the ſame, at the Feaſts of, &c. yearly, during the ſaid term, and all the ſame Rents, &c. and all the money thereof coming, hereafter to be coming of the ſame, and every, or any part thereof, well and truly content

rent and pay to the within-named *C. D.* at the Feasts of, &c. yearly, and also due from time to time, as often as he shall be thereuuto required by the said *C. D.* his heirs, executors or assigns, make, render and deliver to the said *C. D.* his heirs or assigns, a just, true and perfect account of all the same Rents, Revenues, and other the Premisses, and of all the arrerages thereof (if any be) do at the end of every such account made, make just and true payment to the said *C.D.* his heirs or assigns, and further do well and truly administer, serve and execute all Process to him to be directed from the Stewards and Officers of the said *C. D.* his heirs or assigns, concerning the premisses, or any part thereof; and moreover do, during all the said term, demean and behave himself as an honest and true Bayliff ought to do, that then, &c. or else, &c.

A Condition of a Duputy Rent-gatherer to give accompt for the receipt of Rents.

THe Condition, &c. That whereas the within bound *A. B.* hath retained, (to and with the within named *R. C.*) Renter of the Mannor of *Finsbury*, for the collecting of all the Rents, coming or growing out of the Mannor of *Finsbury*, in the County of *Middlesex*, and of lands, rents and tenements, belonging to the Maior, Aldermen, Commonalty and Citizens of the City of *London*, Farmers of the said Mannors, Lands, Rents and Tenements, for term of years yet to come, if therefore the said *A.B.* do well and truly behave himself in the said room or office of Rentership, for the Collection of the said rents and profits of the said Mannors, Rents, Lands, &c. and well and truly from time to time collect the said Rents, and every part thereof to the hands of the Chamberlain of the City of *London* for the time being, to the use & behoof of the said Maior, Aldermen, Commonalty and Citizens of the City of *London*, and make yearly the accompt of the said Rents, and of every part thereof in the name of the said *R. C.* if he then be living, of Record in the Chamber of the said City to the office of the same, to whom it doth or may appertain, to take and engross the same accompt; and also if the said *A B* during the life of the said *R. D.* do no act or acts, thing or things, directly or indirectly, to the prejudice and hindrance of the right of the said *R. O.* in and to that office, called the Rentership of *Finsbury*, and further do from time to time, clearly acquit, discharge or save and keep harmless the

the ſaid *R. C.* his executors, adminiſtrators and aſſigns, and every of them, againſt the Maior, Aldermen, Commonalty and Citizens of the City of *London*, and againſt all and every perſon and perſons, to whom it may or ſhall of right in that behalf belong, that then, &c. or elſe, &c.

A Condition to make true accompt of ones Bayliff ſhip.

THe Condition, &c. That whereas Sir *H H.* Knight and Baronet, Chief Juſtice of the Common-Pleas; Sir *J.D.* Knight, Chancellour of the Dutchy of *Lancaſter*; *T. N.* Eſq; Survey or General, do ſtand and are poſſeſſed amongſt other things of the Mannor of, &c. for divers years yet to come, upon truſt and confidence, and to and for the only uſe of *C. P.* have by the commandment and warrant o the ſaid *C. P.* by deed under his hand and ſeal, conſtituted and appointed the within bound *H. L.* to be Bayliff of the Mannor of *Weſtham* aforeſaid and Collector of the rents and revenues, perquiſites and profits there during the pleaſure of the ſaid *C. P.* If therefore the ſaid *H. L.* by himſelf, or his ſufficient Deputy or Deputies, his or their executors or aſſigns, do and ſhall from time to time, for and during their continuance and exerciſe of and in the ſaid place or office, demean himſelf and themſelves therein, without voluntary concealment, deceit or fraud towards the ſaid *C. P.* and do and ſhall yearly during ſuch his and their countenance and exerciſe as aforeſaid, at the audit and audits to be held and kept for the ſaid *C. P.* yield and make juſt and true accompt to and before the ſaid Auditors, for the time being, of the ſaid Mannor and Premiſſes, and thereupon make payment and ſatisfaction to the ſaid *C. P.* his Officer or Officers, in that behalf to be authorized and appointed, to and for the ſaid *C. P.* his uſe, at or before every ſuch audit or audits, of and for all and every ſuch rents, ſum and ſums of money, and other iſſues, revenues, goods, chattels, perquiſites and profits, as then ſhall come to the hands of the ſaid *H. L.* or his Deputy or Deputies, or as he or they then ought rightly to be charged withal to the ſaid *C. P.* his uſe, for or by means or in reſpect of the ſaid office or place, that then, &c. or elſe, &c.

A Condition for payment of a ſum of money within three days after requeſt, if the Obligee may not enjoy a Meſſuage.

THe Condition, &c. That whereas the within bound *C. D.* by a Deed bearing date within written, for the conſideration therein, hath aſſigned and ſet over unto the within named *A* B. one Indenture of Leaſe, bearing date, &c. made and granted to him the ſaid *A. B.* by one, &c. of a Meſſuage or Tenement, with the Appurtenances, lying and being, &c. now in the tenure of &c. for the term of, &c. and all his eſtate, right, title, intereſt and term of years to come, in and to the ſame Meſſuage or Tenement, and other the Premiſſes by the ſaid Leaſe demiſed, as by the ſaid Poll, Deed or Writing more at large appeareth; if therefore the ſaid *A. B.* his, &c. paying the ſaid rent, and performing the ſaid covenant and duties in the ſaid Leaſe contained on the Tenants part, from and after the, &c. to be paid and performed, ſhall not or may not peaceably and quietly have, hold and enjoy the ſaid meſſuage or tenement, with the appurtenances for and during all the reſidue of the ſaid term, without any let, trouble, interruption, of or by the ſaid, &c. then if the ſaid *C. D.* his executors, &c. do within one month next after notice thereof to him or them to be given by him the ſaid *A. B* his, &c. well and truly repay, or cauſe, &c. to the ſaid, &c. his executors or aſſigns, the ſum of, &c. of, &c. the ſaid *A. B.* then alſo redelivering and re-aſſuring unto the ſaid *C. D.* his executors, &c. the ſaid Indenture of Leaſe, ſafe and uncancelled, and all his eſtate, intereſt and term of years in and to the ſame, and the premiſſes thereby demiſed, clearly diſcharged of all forfeitures, re-entries and incumbrances whatſoever, then to be had, made, committed or permitted by the ſaid *A. B.* his, &c. together with the Poll-deed aforeſaid, that then, &c. or elſe, &c.

A Condition to bring an Ieventory into the Prerogative Court by a day.

THe Condition, &c. That if *M. H.* wife of *J. H.* while he lived, of the pariſh of, &c. do make or cauſe to be made a true and perfect Inventory of all and ſingular the goods, chattels, and debts of the ſaid *J. H.* and the ſame ſo made, to exhibit or cauſe to be exhibited into the Prerogative

tive Court of *Canterbury*, the, &c. and the ſaid goods, chattels and debts do well and truly adminiſter, (*viz.*) do pay the debts of the ſaid deceaſed, which he did owe at the time of his deceaſe, as far as the ſaid goods, debts and chattels will thereunto extend, as the ſaid Law will charge her: and further, do make or cauſe to be made a true and perfect account of and upon the ſaid adminiſtration, the ſecond day next after the Feaſt of, &c. and ſuch part and portion of the ſaid goods, chattels and debts, which ſhall be found remaining upon her ſaid account, examined and adjudged by the ſaid Prerogative-Court of *Canterbury* for the time being, ſhall diſtribute and purpoſe, as by the ſame Judge ſhall be limited and appointed; and if hereafter there ſhall appear any lawful Teſtament or laſt Will made by the ſaid deceaſed, and the executor or executors therein named do exhibit the ſame, making requeſt to have the ſame approved of accordingly, then if the ſaid adminiſtratrix, after lawful requeſt to her made, do tender and deliver into the ſaid Court the ſaid Letter of adminiſtration to her committed without delay; and laſtly, do at all and every time and times hereafter, clearly acquit, diſcharge or ſave harmleſs the within named, &c. and all other the Officers of the ſaid Prerogative Court of *Canterbury*, againſt all perſons having or pretending to have any eſtate; right, title or intereſt to the ſaid goods, chattels and debts, that then, &c. or elſe, &c.

A Condition never to vex or trouble one hereafter for any former matter.

THE Condition, &c. That if the within bound *A. B.* his heirs, executors or adminiſtrators, or any other perſon or perſons for him or them, or in his or their name or names, or by his or their title or procurement, or means, do at any time or times hereafter claim, challenge, demand, vex, ſue, moleſt or trouble the within named *C. D.* his heirs, executors, adminiſtratos or aſſigns, or any of them, for any of the goods, money, plate or debts, which late were belonging to *E. F.* of, &c. deceaſed, or for any other matter, reckoning, cauſe or accompt, thing or things whatſoever, had, moved, ſtirred, depending, or being between the ſaid *A. B.* and *C. D.* before the date within-written, that then, &c. or elſe, &c.

A Condition for the assurance of mortgaged Lands, after default of Redemption.

THE Condition, &c. That whereas the within-bound *A. B.* and *C.* his wife, by their Deed indented, bearing date the within-written, have given, granted, bargained and sold unto the within named *D. E.* his heirs and assigns for ever, all that Messuage or Tenement, with the appurtenances thereto belonging, or in any wise appertaining, upon condition that if the said *A. B.* his heirs, executors, administrators or assigns, or any of them, do well and truly pay, or cause to be paid unto the said *D. E.* his executors, administrators or assigns, the sum of, &c. that then the aforesaid gift, grant, bargain and sale of the premisses, and all conveyances and assurances thereupon had and made, should be utterly void, frustrate and of none effect, as by the said Deed indented amongst other things therein contained more plainly at large appeareth: if therefore the said *A. B.* his heirs, executors, administrators and assigns, shall make default of or in the payment of the said sum of &c. on the said, &c. then if the said *A. B.* and *C.* his wife, and their heirs, and all and every other person and persons, and their heirs, having or lawfully claiming to have any lawful right, title or interest, of, in or to the said messuage, or tenement, or other the premisses with the appurtenances, or of in or to any part or parcel thereof, shall from time to time, and at all times after such default of payment of the said sum of, &c. in form aforesaid had and made, upon the reasonable request, and at the only cost and charges in the Law of the said *D. E.* his heirs and assigns, further do, cause, make, knowledge and suffer, or cause to be done, made, knowledged and suffered, all and every such further lawful and reasonable act and acts, thing and things, device and devices in the Law, be it by fine or fines, deed or deeds, &c. or by all, any, or as many of the said ways or means, as the said *D. E.* his heirs and assigns, or his or their Council learned in the Law shall be reasonably advised or devised, for the further assurance, sure making and conveying of the premisses, and of every part and parcel thereof, to be had and made sure unto the said *D. E.* his heirs and assigns for ever, absolutely, without any manner of condition or mortgage, that then, &c. or else, &c.

A Condition to acknowledge a Statute by a day.

THE Condition, &c. That if the within bound *A. B.* and one *R. L.* of, &c. do upon or before, &c. ſeal and ſubſcribe one Recognizance or Writing Obligatory, to be made according to the form of the Statute lately made and provided for recovery of debts, wherein and whereby the ſaid *A. B.* and *R. L.* ſhall ſtand bound to the within named *T. W.* in the ſum of, &c. payable at ſome Feaſt ſoon after the date of the ſame Writing, and the ſame ſo ſealed and ſubſcribed, do upon or before, &c. in lawful and due manner acknowledge before one of the two chief Juſtices appointed for the acknowledging of ſuch Writings by the Statute, or in their abſence, out of the term before the Maior of the ſtaple at *Weſtminſter*, and the Recorder of the City of *London* for the time being, and the ſame ſo acknowledged and ſealed, to deliver or cauſe to be delivered to the ſaid *T. W.* at his now dwelling houſe, ſituate, &c. upon or before the, &c. ſafe whole and uncancelled, to the end that a pair of defeazances may be thereupon made, that then, &c. or elſe, &c.

A Condition to meddle with the Executorſhip upon aſſignment thereof.

THE Condition, &c. That whereas the within-bound *T. T.* hath aſſigned and committed all his right of Executorſhip of the Teſtament and laſt Will of Sir *J.* late deceaſed, unto the within named *R. B.* and hath fully for his part authorized, licenſed and aſſigned the ſaid *R.* only to do all and every thing and things, by himſelf and his aſſigns, concerning the execution of the ſaid laſt Will and Teſtament, Therefore if the ſaid *T. T.* ſhall not intermeddle with the adminiſtration of any part of the goods and chattels, money, debts or plate of the ſaid Teſtator, without conſent of the ſaid *R.* his heirs or executors, but ſhall at all times hereafter, and from time to time permit and ſuffer the ſaid *R. B.* his executors and aſſigns to adminiſter all ſuch goods, chattels, money, plate and debts, as at the day of the making hereof be in the cuſtody of the ſaid *R. B.* to be adminiſtred, or in the hands or poſſeſſion of any other perſon or perſons, except ſuch goods, chattels, money and plate, now in the poſſeſſion and cuſtody of the ſaid *T. T.* of the ſaid Teſtators, which is, or are to be adminiſtred as ſhall be thought good by the ſaid *R. B.* And further, if the ſaid *T. T.*

his

his heirs or executors, do not discharge any debts of the said Testators, without the consent of the said *R. B.* his executors or administrators, nor any action which the said *R. B.* or his executors shall justly attempt and bring against any person or persons, to or for the recovery of any of the debts, goods and chattels of the said Testator, that then, &c. or else, &c.

A Condition not to do any act as Executors, without consent of his co-executor.

THE Condition, &c. That whereas one *C. B.* late of N. deceased, by her last Testament and Will, named, ordained and constituted the within-bound *M. B.* and the within-named *N. J.* to be executors of the same her Testament and last will, as by the same last will and Testament among other things appeareth; if therefore the said *M. B.* shall not at any time hereafter make, or cause to be made any release, acquittance or other discharge, to any person or persons, for or concerning any of the debts, goods or chattels which were of the said *C. B.* the day of her decease; nor shall do or suffer, or cause to be done or suffered, any other act or acts thing or things, in or about the execution of the said Testament and last will of the said *C.* without the consent, assent and agreement of the said *N. I.* that then, &c.

A Condition to procure one to seal an acquittance by a day, and to save harmless.

THE Condition, &c That whereas the within-named *A. B.* hath the day of the date within written, paid and delivered to the within-bound *C. D.* for and to the use of *L. O.* now Resident in *France*, in the parts beyond the Seas, the sum of, &c. if therefore the said *C. D.* his executors or administrators shall and do before the, &c. cause and procure the said *L. O.* to seal and deliver as his Deed to the use of the said *A. B.* his executors and administrators, in the presence of two or three sufficient and credible witnesses, a sufficient and lawful acquittance, testifying the receipt of the said sum of, &c. and also if the said *C. D.* his executors, administrators or assigns do deliver, or cause to be delivered to the said *A. B.* his executors or administrators, at or in the, &c. the same acquittance sealed and delivered as aforesaid, and certified under the hands of the same witnesses, whole, uncancelled and undefaced, at or before, &c. and also do in the mean

time ſave and keep harmleſs the ſaid *A. B.* his heirs, executors and adminiſtrators, and every of them, and all and every of his and their lands, tenements, goods and chattels, and every part thereof, againſt the ſaid *L. O.* his executors, adminiſtrators and aſſigns, and every of them, of and for the ſame ſum of, &c. and every part thereof, and of and from all actions, ſutes, coſts, charges, damages and demands, for or concerning the ſame, and every or any part thereof, that then, &c. or elſe, &c.

A Condition to acknowledg ſatisfaction of a Judgment.

THe Condition, &c. That whereas the within bound *A. B.* in *M.* Term now laſt paſt, hath obtained againſt the within-named *L. O.* in the Court commonly called, &c. a Judgment in an action of debt, as by the Records in the ſaid Court remaining, &c. if therefore the ſaid *A. B.* do in *Eaſter*-Term now next enſuing, at the coſts and charges of the ſaid L. O. cauſe ſatisfaction to be acknowledged and entred upon Record in full diſcharge of the ſame judgment, that then, &c. or elſe, &c.

A Condition to procure two to ſeal releaſes for legacies, and to ſave harmleſs.

THe Condition, &c. That whereas *R. B.* late Citizen and Haberdaſher of *London*, and brother to the above-bound *W. B.* in and by his laſt Will and Teſtament, did give and bequeath unto *W. B.* and *F. B.* ſons of the aforeſaid *W. B.* their Father, 40 *l.* a piece legacies to be paid, as in and by the ſaid laſt will and Teſtament of the ſaid *R.* more at large appeareth: and whereas alſo the above named *M. H.* the now husband of R. the late widow and executrix of the ſaid *R. B.* before the enſealing hereof, at the earneſt requeſt and deſire of the ſaid *W. B.* the Father, hath paid unto the ſaid *W.* to and for the uſe and behoof of the ſaid *W.* and *F.* his ſons, the ſaid legacies of 40 *l.* a piece in lawful Engliſh money, the receipt whereof the ſaid *W. B.* the Father, doth hereby acknowledge and confeſs: If therefore the ſaid *W. B.* the Father, or above bound *T. D.* and *W. F.* or any of them, their or any of their executors, adminiſtrators or aſſigns, within twenty eight days next after the ſaid *W.* and *F. B.* ſons of the ſaid *W. B.* the Father, ſhall ſeverally attain their ſeveral ages of 21 years, ſhall give and deliver unto *M. H.* his executors, adminiſtrators or aſſigns, good, lawful and ſufficient

ſufficient releaſes or acquittances, under the hands and ſeals of the ſaid *W.* and *F.* the ſons of the ſaid *W.* of and for the ſaid legacies of 40 *l.* or elſe do in the mean time, and alſo at all times afterwards acquit and diſcharge, or elſe ſave and keep harmleſs and indempnified the ſaid *M. H.* his executors and adminiſtrators, from and againſt the ſaid *W.* and *F. B.* the ſons, of and for the ſaid legacies, and alſo of and from all actions, ſutes, troubles, coſts charges and damages that ſhall be commenced, proſecuted, or any way happen to or againſt the ſaid *M. H.* his executors, adminiſtrators, or aſſigns, for or concerning the legacies by the ſaid *W.* and *E.* or either of them, or any other perſon, for, by or under them, or either of them, that then, &c. or alſe, &c.

A Condition that a Woman ſhall releaſe her Dower.

THe Condition &c. that if L. O. of W. widow, late wife of *T. O.* of, &c. do before the, &c. by her writing under her hand and ſeal, remit, releaſe and quit claim unto the within-named *R. O.* ſuch eſtate, right, title, intereſt, claim and demand whatſoever, which ſhe the ſaid *L. O.* hath, may, might, ſhould, or of right ought to have, in, or to all, or any part of the Lands, Tenements and Hereditaments which were the inheritance of the ſaid *T. O.* her husband deceaſed, or any part thereof, for or by reaſon of her Dower, or of any Joynture heretofore made, or by reaſon of any other right, title or means whatſoever, at any time before the date hereof, come, grown or accrued: And alſo if the ſaid within bound *A. B.* his executors, adminiſtrators or aſſigns, do before the, &c. leave and deliver, or cauſe to be left and delivered to and for the ſaid *R. O.* at, &c. the ſaid Writing or Releaſe ſealed and delivered, as aforeſaid, being certified under the hands of two or three ſufficient witneſſes, ſafe, whole, uncancelled and undefaced, that then, &c. or elſe, &c.

A Condition to ſuffer a mans wife to make her Will.

THe Condition, &c. That whereas the within-bound *A. B.* ſhall ſhortly by Gods Grace, marry and take to wife *C. D.* late the wife of *E. F.* deceaſed, and by reaſon and means of the ſaid Marriage, he the ſaid *A. B.* ſhall be greatly preferred and advanced in ſubſtance and riches, in conſideration whereof, if ſo be that the ſaid *A B.* after Marriage had

had and ſolemnized between him and the ſaid *C. D.* do quietly permit and ſuffer the ſaid *C. D.* (if ſhe fortune to deceaſe before the ſaid *A. B.*) to declare and make her will in writing, or otherwiſe by word of mouth, and in the ſame to give, will and bequeath, or otherwiſe to aſſign and diſpoſe of, at her free will and pleaſure, to and amongſt her kindred, friends and acquaintance, or to any of them, or to any other perſon or perſons, as to her ſhall be thought meet and convenient, the ſum of, &c. of, &c. And further if the ſaid *A. B.* his executors, adminiſtrators or aſſigns, or any of them, upon reaſonable requeſt to him, them, or any of them to be made, by any ſuch perſon or perſons, to whom the ſaid *C. D.* ſhall ſo give and bequeath any ſuch ſum or ſums of money, extending no further than to the ſaid ſum or value of, &c. as is aforeſaid, do well and truly pay, or cauſe to be paid, all and every the ſaid ſeveral ſum and ſums of money, gifts and requeſts, ſo to be given and bequeathed by the ſaid *C. D.* and in ſuch manner as ſhall be by her appointed, that then, &c. or elſe, &c.

A Condition to Marry one by a day, or elſe to pay a ſum of money.

THE Condition, &c. That if the within-bound *A. B.* do on or before the, &c. of, &c. lawfully eſpouſe, marry and take to wife one *E. K.* the daughter of &c. if ſhe the ſaid *E.* will thereunto aſſent and agree, and the Eccleſiaſtical Laws permit and ſuffer the ſame: But in caſe it ſhall happen the ſaid *E. K.* and *A. B.* and either of them, to dye or deceaſe before ſuch Marriage had and ſolemnized, as aforeſaid, then if the ſaid *A. B.* his executors, adminiſtrators and aſſigns, do well and truly pay, &c. to the ſaid *E. K.* her executors or aſſigns the ſum of, &c. on &c. at, &c. that then, &c. or elſe, &c.

A Condition to be a true Priſoner.

THE Condition, &c That if I. H. Merchant of *St. Lucus*, which now is in the priſon of the kingdom of *England*, under keeping of the Sheriff within-written, as well by reaſon of writ of &c. of the Statute of the Staple, containing the ſum of &c. as alſo for other certain actions cauſes and ſuits, on the behalf of *R. S.* &c. moved and commenced, be from henceforth a true and faithful Priſoner, tarrying and remaining with the ſaid Sheriff and his Deputies

Deputies, till the ſame *I. H.* be fully diſcharged and acquitted of the ſaid actions, and then content and pay to the ſaid Sheriff, &c. all and ſingular coſt, charges, fees, and other duties, in ſuch caſes heretofore accuſtomed to be paid, that then, &c. or elſe, &c.

A Condition to ſave harmleſs for being bound for the appearance of a man

THE Condition, &c. That whereas the within-named *O. P.* at the ſpecial inſtance, requeſt and deſire of the within-bound *Sir E. G.* by one Obligation bearing the date within-written, ſtandeth bound jointly and ſeverally with the ſaid Sir *E. G.* and the within bound *A. M.* unto *R. H.* and *H. H.* Sheriffs of the City of *London*, in the ſum of, &c. of, &c. with a Condition there-under-written, for the appearance of the ſaid Sir *E. G.* before the Juſtices of the Court of Common Pleas at Weſtminſter, on, &c. next, &c. to anſwer to *C. G.* of a Plea of treſpaſs, as by the ſame Obligation and Condition thereof more at large appeareth. If therefore the ſaid Sir *E. G.* do according to the tenor and true meaning of the Obligation, and Condition above recited, appear before the ſaid Juſtices of the ſaid Court, &c. on the day in and by the Condition of the ſaid Obligation limited and appointed for his appearance, to anſwer unto the ſaid *C. G.* of a Plea of Treſpaſs. And alſo if the ſaid Sir *E. G.* his executors and adminiſtrators, and every of them, do from time to time, and at all times hereafter freely and clearly acquit, diſcharge, or ſave and keep harmleſs the ſaid *G. P.* his heirs, &c. and his and their goods, and every of them, againſt the ſaid Sheriff of the City of *London*, and againſt all other perſons whatſoever of and for the ſaid Obligation and Condition above-recited, and penalty of the ſaid Obligation contained, and every part, and parcel thereof, and of and from all actions ſuits, judgments, executions, condemnations, damages and demands, touching or concerning the ſame, that then, &c. or elſe, &c.

A Condition wherein the Factor is truly bound to ſerve the Merchant, and no other.

THE Condition &c. That if the within-bound *J. O.* do from the day of the date within-written, unto the end and term of four years from thence next enſuing, and fully to be compleat and ended, well, truly and faithfully ſerve the Within-named *L. S.* and his aſſigns, in the trade and traffick

of marchandizes as well in this Realm of *England*, as in any other parts beyond the Seas; and alſo if the ſaid *J. O.* at all times hereafter, and from time to time, during the ſaid term of four years, upon the reaſonable requeſt of the ſaid *L. S.* his executors, adminiſtrators or aſſigns, to be made to the ſaid *J. O.* do make, yield and deliver unto the ſaid *L. S.* and his aſſigns, as from any other perſon or perſons, by his or their aſſigns, notes and reſt of all ſuch ſum and ſums of money, as ſhall appear upon the foot of every ſuch accompt or reckoning, as ſhall be ſo yielded, made and delivered by the ſaid *J. O.* to the ſaid *L. S.* his executors, adminiſtrators or aſſigns, in form aforeſaid; and further, if the ſaid *J. O.* at any time hereafter, during the ſaid term of four years, as the ſaid *J. O.* ſhall be Factor, Doer or Agent to the ſaid *L. S.* and his aſſigns, by any manner of ways or means, do not traffique or merchandize, or the affairs or buſineſs of any manner of perſon or perſons whatſoever, other than the ſaid *L. S.* and his aſſigns, without the ſpecial licence, conſent, will, knowledge and agreement of the ſaid *L. S.* his executors, adminiſtrators or aſſigns, thereunto firſt had and obtained in writing, under his and their hand and ſeal, that then, &c. or elſe, &c.

A Condition to pay uſe for Orphanage or Legacy-money, belonging to Orphans.

THE Condition, &c. whereas the within-bound *A. B.* and *C. D.* on the day of the date within-written, have in their hands, poſſeſſion and cuſtody, the ſum of, &c. of, &c. being Orphanage or Legacy-money, appertaining unto *E. F.* and *G. H.* Children and Orphans of *J. K.* late Citizen and Grocer of *London*, deceaſed, for the ſure Payment whereof at ſuch time or times, as the ſaid Orphans ſhall be ſeverally capable of their ſeveral portions, according to the cuſtom of the City of *London*, or according to the days and times limited in the Teſtament and laſt Will of the ſaid *J. K.* Father of the ſaid *E. F.* and *G. H.* the ſaid *A. B.* and *C. D.* with other Sureties ſtand obliged and bounden by Recognizance, taken and acknowledged in the Orphans Court of the City of *London*, to the Chamberlain of the ſaid City for the time being, in certain competent penalty or certain penalties, according to the cuſtom of the ſaid City: and whereas the charge, education, keeping and bringing up of the ſaid Orphans, is committed unto the ſaid *J. K.* and *S.* his Wife, Mother of the ſaid Orphans, if therefore the ſaid,

A. B. and *C. D.* or either of them, or the executors, administrators or assigns of them, or either of them, do every year yearly, during so long time as the said sum of, &c. or any part thereof shall continue and be in the use and occupation of them the said A. and C. or either of them, or of the executors, administrators or assigns of them, or any of them, do well and truly pay, or cause to be paid to the said *J. K.* his executors or assigns, for and towards the charge and education of the said Orphans, or of such of them as shall longest continue, and be in his or their Orphanage or Minority, for the use, loan or occupation of the sum of, &c. or of such part thereof, as shall longest continue and be in the use, possession, or occupation of them the said *A. B.* and *C. D.* or either of them, or the executors or assigns of them, or any of them, after the rate and allowance of 6 l. 13 s. 4 *d.* of, &c. for every hundred, and so after that rate for a lesser sum, as the cause shall require, the same allowance to be paid quarterly, at the Feasts of &c. yearly by equal portions, at or in the, &c. that then, &c. or else, &c.

A Condition for the executing of a Goalership.

THE Condition, That if the within-bound *J. w.* his executors or assigns, do well and truly execute and use the office of Goalership, in the County of E. and also do well, surely and safely keep all and every such person and persons, now being in the prison of the kingdom of *England*, in the same County of *E.* or that hereafter shall be committed to the said Goal, or to the said *J. w.* and further, that if the said *J. w.* his executors or assigns, at his or their proper costs, do safely carry, bring, and re-carry all persons in the said Goal now being, or that at any time hereafter shall be prisoners there, to any such place or places as the said Sheriff, or his assigns shall appoint or name within the said County of E. and furthermore be truly and diligently attending, aiding and assisting the said Sheriff and his Under-Sheriff and Deputies, at all and every time and times, when any execution shall be done within the said County, to and upon any person or persons, attainted, or to be attainted for Treason, Felony, Murther, or Heresie, or otherwise, or for any other cause, unto the end of the execution. And further, if the said *J. w.* his executors and assigns, do discharge and save harmless the said Sheriff, his heirs, executors, administrators and assigns, against the kingdom of

England,

England, and againſt all and every other perſon or perſons, and from all manner of eſcapes, damages and loſſes, fines, iſſues and amerciaments, which by the negligence or otherwiſe of the ſaid *J. W.* his executors or aſſigns, that the ſaid Sheriff ſhall or may in any Wiſe be charged or incumbred, or ought to be charged by the Law, by reaſon of the office of the Sheriffwick of the ſaid County, from time to time, and do content and pay to the ſaid Sheriff, his heirs, executors or aſſigns, all ſuch ſum and ſums of money, as the ſaid Sheriff, his heirs, executors or aſſigns ought to pay to the kingdom, or to any other perſon or perſons, to be due to the ſaid Sheriff, by reaſon of the ſaid office of Goalerſhip, that then, &c. or elſe, &c.

A Condition for the re-aſſurance of Lands.

THe Condition, &c. That if the within-bound *A. B.* his heirs, executors, adminiſtrators and aſſigns, and every of them, do from time to time, and at all times hereafter upon the reaſonable requeſt, at the coſts and charges in the Law of the within-named *C. D.* make, knowledg and ſuffer unto the ſaid *C. D.* his heirs or aſſigns, or unto ſuch other perſon or perſons, as he or they ſhall name or appoint, all and every ſuch lawful and reaſonable act and acts, thing and things, device and devices in the Law, as by the ſaid *C. D.* his heirs or aſſigns, or by his or their Council learned in the Law, ſhall be reaſonably adviſed or deviſed, for the aſſurance and conveying unto him the ſaid *C. D.* His heirs and aſſigns for ever, abſolutely without any manner of condition or mortgage, all ſuch Tenements, Lands, Meadows, Leaſes, Paſtures, and Hereditaments whatſoever, with all and ſingular their appurtenances, ſituate, lying and being in, &c. all which, &c. now are, or late were in the tenure or occupation of, &c. or his aſſigns, and ſometime were in the tenure of &c. or his aſſigns, which ſaid Lands, Tenements, Meadows, Leaſes, Paſtures, and Hereditaments, were lately conveyed, bargained and ſold unto the ſaid *A. B.* and his heirs by *W. M.* of, &c. as by an Indenture thereof made between the ſaid *W. M.* on the one part, and the ſaid *A. B.* on the other part, bearing date the, &c. laſt paſt, before the day within-written, more plainly at large it may appear. And alſo if the ſaid Lands, Tenements, Meadows, Leaſes, Paſtures, and Hereditaments, and all and ſingular other the Premiſſes with the Appurtenances, now be, and at all times hereafter ſhall be free and clearly diſcharged

or

or other wiſe ſufficiently ſaved and kept harmleſs by the ſaid *A. B.* his heirs, executors and adminiſtrators, of and from all and every bargain, ſales, leaſes, titles, troubles and incumbrances whatſoever, had, made or done, or hereafter to be had, made or done by the ſaid *A. B.* his heirs or aſſigns, that then, &c. or elſe, &c.

A Letter of Attorney contained in the latter end of an Indenture.

AND furthermore the ſaid *G. C.* and *T. N.* have made, ordained, nominated and appointed, and by theſe preſents do make, ordain, nominate and appoint *R. B.* Eſq; and *T. W.* Gent. their true ſufficient and lawful Attorneys, joyntly and ſeverally for them, and in their names and ſtead, into and upon all and ſingular thoſe the ſaid two parts, &c. and other the premiſſes, or into any part thereof, in the name of the whole to enter, and peaceable and quiet poſſeſſion and ſeizin thereof, for them and in their names to take, and after ſuch poſſeſſion and ſeizin thereof had or taken, as aforeſaid, for them and in their names, ſtead and places, peaceable and quiet poſſeſſion, livery and ſeiſin of all and ſingular the ſaid premiſſes, or any part thereof, in the name of the whole, to deliver unto the ſaid *H. B.* his heirs or aſſigns, or his or their certain Attorney in that behalf, ratifying, allowing and confirming all and whatſoever their ſaid Attorneys, or either of them, ſhall do or cauſe to be done in or about the premiſſes by theſe preſents. In witneſs, &c.

A Releaſe of a Proviſo.

KNOW all men by theſe preſents, That I *B. C.* of, &c. for divers good cauſes and conſiderations me hereunto moving, have remiſed, releaſed and quit-claimed, and by theſe preſents for me, my executors, adminiſtrators, or aſſigns, do remiſe, releaſe, and for ever quit-claim unto *L. M.* of, &c. his heirs, executors or aſſigns, as well one Proviſo or Condition, and all and every the ſum and ſums of money, ſpecified in the ſame proviſo or condition, contained and compriſed in one pair of Indentures of bargain and ſale, bearing date the, &c. in the &c. made between me the ſaid *B. C.* of the one party, and the ſaid *M. L.* of the other party, as alſo all and all manner of actions and ſuits, cauſe and

cauſes

cauſes of actions and ſuits, for or concerning the ſaid Proviſo. In witneſs, &c.

A Releaſe of a Covenant mentioned in an Indenture of Leaſe.

TO all, &c. *A. B.* of &c. ſendeth greeting. Whereas in and by one Indenture of Leaſe, bearing date, &c. made between *E. B.* of the one party, and the ſaid *A. B.* of the other party, there is contained a Covenant in theſe words following, *viz.* (reciting the Covenant *verbatim*, as therein contained (whereunto relation being had, it doth and may more at large appear. Now know ye, That I the ſaid *A. B.* for divers good cauſes and conſiderations me hereunto eſpecially moving, have remiſed, releaſed, and quitclaimed and by theſe preſents for me, my executors and adminiſtrators, do fully and clearly remiſe, releaſe and quitclaim unto the ſaid *E. B.* his executors and aſſigns, the ſaid Covenant, Grant, Clauſe, Agreement and Article, before rehearſed and mentioned, and all and every other matter, thing and things ſpecified, declared and contained in the ſame Covenant, Clauſe and Agreement, and all the benefit, profit, advantage and commodity, that by any manner of means may or might ariſe, grow, come or happen to me the ſaid *A. B.* for or by reaſon, or touching or concerning the ſame Covenant, Clauſe, Article or Agreement, or any word, ſentence, matter, thing or things, therein contained; ſo that the ſaid *E. B.* his executors and aſſigns and every of them, from henceforth for ever, ſhall be clearly and fully acquitted, releaſed and diſcharged againſt me the ſaid *E. B.* my executors and adminiſtrators, and every of us, of, from, and for the ſaid Covenant, Grant, Clauſe, Article and Agreement, before rehearſed, and of and for every thing and things touching or concerning the ſame, and that this preſent releaſe ſhall not in any wiſe extend to any other covenant, clauſe or article before rehearſed, for and during the ſaid term, &c. In witneſs, &c.

A Bargain and Sale of Woods.

THis Indenture, &c. between, &c. witneſſeth, That the ſaid *I. M.* for the conſiderations hereafter in theſe preſents expreſſed, hath bargained and ſold, and by theſe preſents doth bargain and ſell unto the ſaid *F. M.* all thoſe Woods, Under-woods and Trees whatſoever, ſtanding, growing, lying, or being in and upon all that wood and wood-ground,

ground, called or known by the name of, &c. in the County of, &c. Parcel of the Mannor of, &c. in the ſame County (except, and always reſerved) out of this preſent Bargain and Seal, unto the ſaid I. *M.* his heirs and aſſigns, 50 Trees of Oak to be taken and marked by the ſaid *I. M.* or his aſſigns, in ſuch manner as hereafter in theſe preſents is expreſſed, *viz.* It is agreed between the ſaid parties to theſe Preſents, and either of them ſeverally for himſelf, his executors and adminiſtrators, covenanteth and granteth to and with the other of them, his executors and adminiſtrators, that the ſaid *M. F.* ſhall or may firſt chooſe ten Oaks, and after the ſaid *I. M.* to chooſe ten other, ſo either of them one after another ten Oaks until the ſaid *I.* M. or his aſſigns, have made choice of the ſaid number of 50 Trees before excepted, in conſideration of which ſaid bargain and ſale, the ſaid M. *F.* doth covenant, &c. to and with the ſaid, &c. that he the ſaid *F.* M. his, &c. ſhall well and truly pay, &c. unto the ſaid *I.* M his, &c. the ſum of, &c. on the, &c. at, &c. and further the ſaid *I.* M. doth covenant, &c. to and with, &c. that it ſhall and may be lawful to and for the ſaid *I. M.* his executors and aſſigns, at all ſeaſonable times of the year, after choice made by the ſaid *I. M.* or his aſſigns, to the ſaid 50 Trees to him excepted, as aforeſaid, during the ſpace of, &c. next enſuing the date hereof, to fell, cut down and carry away the ſaid woods, Under-woods and Trees before by theſe preſents bargained and ſold, and every of them, except before excepted, and likewiſe the ſaid *F.* M. doth covenant, &c. to and with, &c. that he the ſaid *F. M.* his executors or aſſigns, ſhall and will every felling, of which he or they ſhall make of the ſaid Woods, Under-woods or Trees, leave ſtanding or growing, ſo many ſtaddles and ſtories, as by the Laws and Statutes in that caſe provided, are or ought to be left, for and in recompence of which ſtaddles and ſtories ſo to be left, the ſaid *I.* M. for him, his executors and adminiſtrators, doth covenant, promiſe, grant and agree to pay, or cauſe to be paid upon reaſonable requeſt unto the ſaid *F. M.* his executors or aſſigns, ſo much money, as by two perſons, whereof the one to be choſen by the ſaid *I.* M. the other by the ſaid *F* M. ſhall be thought reaſonable, and by them limited and appointed. And furthermore the ſaid *I.* M. doth covenant, &c. to and with, &c. that if the ſaid *F. M.* his &c. do pay, &c. unto the ſaid *I.* M. his, &c. the ſaid ſum of, &c. at the days, time and place before limited for the payment thereof, and in ſuch manner and form, as aforeſaid, that then one

Recognizance, in the manner of a Statute-ſtaple, bearing date, &c. taken and knowledged, &c. wherein the ſaid *F. M.* ſtandeth bound to the ſaid *J. M.* in the ſum of, &c. ſhall be utterly void, and of none effect. In witneſs, &c.

An Aſſignment of an Extent upon a Statute.

THis Indenture made the, &c. between *T. O.* of, &c. of the one party, and Sir *L. L.* of, &c. and *L. B.* of, &c. of the other party witneſſeth, That whereas *T. R.* of, &c. *R. R.* of, &c. and *R. B.* of, &c. by their Recognizance in the nature of a Statute-ſtaple, bearing date the, &c. taken and acknowledged before, &c. did acknowledge themſelves to owe to the ſaid *T. O.* the ſum of, &c. payable, as in and by the ſaid Statute or Recognizance more at large appeareth. And whereas alſo certain writs of Extent, bearing date the, &c. in the, &c. were awarded out of the Court of Chancery, being directed to the then Sheriff of the County of *York*, by vertue of which Writ ſo directed into the County of *York*, the ſame then Sheriff did extend all that the Mannor or Capital Meſſuage, &c. in the, &c. and divers Lands, Tenements, &c. as in and by an inquiſition thereof, had and taken by the ſaid Sheriff, at R. in the County of *York* aforeſad, bearing the, &c. then laſt paſt, annexed to the ſaid Writ of Extent, and remaining of Record in the High Court of Chancery, more at large it doth and may appear: And Whereas alſo afterward Sir *M. W.* knight, then Sheriff of the ſaid County of *York*, by vertue of a Writ of Liberate, likewiſe directed to the ſaid Sherff, hath delivered poſſeſſion and Seizin of the ſaid Mannor or Capital Meſſuage, and of and in divers Lands, Tenements, Meadows, Feedings and Paſtures, with their appurtenances in M. aforeſaid, in the ſaid County of *York*, &c. unto the ſaid *T. O.* to have and to hold the ſaid recited premiſſes, in the ſaid Writ mentioned, unto him the ſaid *T. O.* and his aſſigns, as his Free-hold, until the ſaid debt of &c. with coſts, charges and damages, ſhould be of the ſaid Mannor, Lands and Tenements ſo extended and delivered ſhould be paid, as in and by the ſaid Writ of Liberate remaining of Record in the high Court of Chancery, more at large appeareth. Now this Indenture further witneſſeth, that the ſaid *T. O.* for and in conſideration of a competent ſum of good and lawful money of *England*, to him in hand, at and before the enſealing and delivery of theſe preſents, by the ſaid Sir *R. L.* and *L. B.* well and truly contented

and

and paid, whereof and wherewith he acknowledgeth himſelf fully ſatisfied and paid, and thereof, and of every part and parcel thereof, doth clearly quit, exonerate and diſcharge the ſaid Sir *R. L.* and *L. B.* their heirs, executors, adminiſtrators, and every of them for ever, by theſe preſents hath given, granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents doth fully, clearly and abſolutely give, grant, bargain, ſell, aſſign and ſet over unto the ſaid Sir *R. L.* and *L. B.* their executors adminiſtrators and aſſignes, all the eſtate, right, title, intereſt, property, claim and demand whatſoever, which he the ſaid *T. O.* now hath or had, or may, might or ought to have, of, in or to the ſaid Mannor or Capital Meſſuage, Lands, Tenements, Hereditaments and premiſſes in *M.* aforeſaid, and of, in and to the moyety, &c. and of, in and to every part and parcel thereof, with the appurtenances, by force and virtue of the ſaid extent, inquiſition and Liberate aforeſaid, and every or any of them, or in them or any of them contained, to have and to hold, occupy, poſſeſs, receive, take and enjoy the ſaid Mannor of *M.* the ſaid moyety of, &c. and all and ſingular other the premiſſes before mentioned, with their appurtenances, together with all rents, iſſues, profits, commodities and advantages thereof whatſoever, unto the ſaid Sir *R. L.* and *L. B.* their heirs and aſſigns, to the only proper uſe and behoof of them the ſaid Sir *R. L.* and *L. B.* their heirs and aſſigns for ever, for and during the term and continuance of the ſaid Extent, until the ſaid ſum of, &c. with the coſts damages and charges be out of the ſaid Mannor, and other the premiſſes extended, as aforeſaid, fully ſatisfied, contented and paid, as is aforeſaid. In witneſs, &c.

A Condition for finding Apparel for an Apprentice by his friends.

THe Condition, That whereas *I. R.* ſon of the within bound *E. R.* by his Indenture of Apprentiſhip, bearing date, &c laſt paſt, before the date within written, hath put himſelf Apprentice to the within named *H. S.* to the Art which he now uſeth, and with him to ſerve and dwell after the manner of an Apprentice, from the day of the date of the ſame Indenture, for and during the term of eight years from thence next enſuing, and fully to be compleat and ended, as by the ſame Indenture may appear; And whereas it is intended and agreed upon, by and between the ſaid *E R.* and *H. S.* that he the ſaid *E. R.* his executors or adminiſtra-

tors

tors, or ſome of them, ſhall from time to time, and at all times, during the term of eight years, find and provide to and for the ſaid *I. K.* good, ſufficient and neceſſary rayment and apparel, as Doublet, Hoſe, Shooes, Stockings, Shirts, Bands, Cloak, Hat and all things needful and convenient for ſuch an Apprentice: If therefore the ſaid *E. R.* his executors, adminiſtrators or aſſigns, do and ſhall yearly, and every year, at or before the Feaſt of *Eaſter*, during all the ſaid term of &c. find and provide to and for the ſaid *I. R.* ſuch ſufficient Rayment and Apparel, as aforeſaid, and at all other time and times needful, during all the ſaid term, or otherwiſe in default thereof, well and truly pay, or cauſe to be paid unto the ſaid *H. S.* his executors, adminiſtrators and aſſigns, at or in, &c. the ſum of 3*l.* 6 *ſh.* 8 *d.* of, &c. for and towards the ſaid Apparel, on or before the ſaid Feaſt-day of the Aſcenſion of our Saviour, in every year yearly, during the ſaid term, without fraud or coven, that then this, &c.

A Condition to ſave harmleſs from a Bond.

THE Condition of this, &c. That if the within bound *L. D.* his executors, adminiſtrators or aſſigns, or any of them, do and ſhall on this ſide, or before the, &c. next coming, clearly acquit and diſcharge the abovenamed *E. A.* his executors and adminiſtrators, out of, and from all and every Bond and Bonds, Obligation and Obligations whatſoever, wherein and whereby the ſaid E. *A.* ſtandeth joyntly obliged and bounden with the ſaid *L. D.* to any perſon or perſons, whatſoever, for payment of any ſum or ſums of money, that then, &c.

A Condition for Money (given by Will) to be lent gratis.

THE Condition, &c. That whereas *A. B.* &c. by his laſt Will and Teſtament bearing date, &c. did give and bequeath unto the Parſon and Church-wardens of the Pariſh of, &c. the ſum of, &c. to be lent unto the young men of the ſaid Pariſh, upon ſufficient Sureties for two years *gratis*, and ſo from two years to two years, to ſome other young men of the ſame Pariſh, by 10 *l.* a man, without paying any conſideration for the ſame, as by the ſame Will more at large may appear, of which ſaid ſum of, &c. the within bound *W. L.* the day of the date within written, hath had and received 10 *l.* according to the meaning of the ſaid Will;

if

if therefore the ſaid *W. L.* his executors, adminiſtrators ro ſſi gns, or any of them, do well and truly content and pay, or cauſe to be paid unto the within named *H. I. T. I.* and *R I.* or any of them, their or any of their executors, adminiſtrators or aſſigns, the ſaid ſum of, &c. on the, &c. which ſhall be in the year of our Lord God, 1631. at or in, &c. that then this, &c.

A Condition that one Executor ſhall not releaſe any of the Teſtators Debts or Goods, without the conſent of the other Executor.

THE Condition, &c. That whereas *I. H.* of, &c. by his laſt Will and Teſtament, bearing date the, &c. publiſhed and declared in writing, did make and ordain the within named *E. W.* and the within bound *K. E.* his executors of the ſame his laſt Will and Teſtament, and afterwards dyed, after whoſe death the adminiſtration of all and ſingular the goods, chattels, credits and debts, which of late were the ſaid *I. H.* were and are lawfully committed unto the ſaid *E. W.* and *K. E.* if therefore, the ſaid *K. E.* hath not at any time or times heretofore, neither he the ſaid *K.* his executors nor adminiſtrators, nor any of them, ſhall at any time or times hereafter remiſe, releaſe, or otherwiſe diſcharge any of the debts, duties, ſpecialties, ſum and ſums of money, or other thing whatſoever, due and owing to the ſaid *I. H.* at the day of his death, or yet any of the action or actions, ſuits, plaints, pleas, proceſſes, judgements or executions whatſoever had, commenced, brought, or at any time or times hereafter, to be ſued, had, commenced, brought, purſued or executed, by virtue of the ſaid Will, againſt any perſon or perſons whatſoever, for or by reaſon of any of the ſame ſpecialties, ſum or ſums of money, debts, duties, or other things due and payable, as aforeſaid, or otherwiſe diſcontinued by non-ſuit or *retraxit* in the ſame Action or Actions, and Suits aforeſaid, or any of them, ſo commenced or brought, or to be ſued in form aforeſaid, without the eſpecial licence, conſent and agreement of the ſaid *E. W.* his executors or adminiſtrators, firſt had and obtained in writing, ſigned and ſealed with his, their, or ſome of their hands and ſeals, that then, &c.

A Condition that one ſhall not become bound for any perſon, by Writing or Promiſe, without conſent.

THE Condition, &c. That if, &c. A. B. ſhall not at any time or times hereafter, by his writing obligatory, ſigned or ſealed with his hand, make or ſeal, or by any other writing or bale, promiſe or contract whatſoever, or otherwiſe ſolely by himſelf, or jointly or ſeverally, with any perſon or perſons, become or ſtand bound as Surety, with, to or for any perſon or perſons, in or for payment of any ſum or ſums of money, to any manner of perſon for the debt, duty, or any cauſe whatſoever, of any perſon or perſons whatſoever (above the ſum of 40 *l.* of, &c.) other than for his own only debt, duty or cauſe, without the ſpecial conſent, aſſent and licenſe of the within named C. D. firſt had and obtained in writing, under his hand and ſeal, that then, &c.

A Condition to ſurrender Land, or pay money in lieu thereof.

THE Condition, &c. That if, &c. A. L. and his heirs, or ſome of them, within the ſpace of, &c. next enſuing the date hereof, upon reaſonable requeſt to him or them made, by the within named R. H. his heirs or aſſigns, or any of them, and at his or their coſts and charges in the Law, do make and procure, or cauſe to be made and procured, to the uſe of the ſaid R. H. and his heirs for ever according to the cuſtom of the Mannor of, &c. ſufficient and lawful ſurrender and aſſurance, of and in one Meſſuage or Tenement cuſtomary, ſometimes called the, &c. with all barns, ſtables, orchards, gardens, and other the appurtenances to the ſame adjoining and belonging, ſituate, &c. diſcharged or ſaved harmleſs from all former ſurrenders, charges and incumbrances, made, done or committed by him the ſaid A. I. or his heirs, or by any other perſon or perſons, by whom ſuch ſurrender ſhall be ſo made, the fine or fines, for or by reaſon of ſuch ſurrender or admiſſion upon the ſame, and the rents and ſervices from henceforth to be due to the Lord or Lords of the ſaid Mannor of whom the premiſſes are holden, or by parcel (only excepted and forprized) and if in caſe the ſaid R. H. or his heirs, within the ſpace of &c now next enſuing, ſhall diſlike to accept of ſuch ſurrender, and ſhall not make any ſuch requeſt for the ſame, as is aforeſaid, then if in lieu and recompence thereof, the

ſaid

ſaid A. I. his heirs, executors, adminiſtrators or aſſigns, or any of them do at the end of the ſame year now next enſuing, at the furtheſt within three months then next following, well and truly pay, or cauſe to be paid unto the ſaid R. H. his executors or aſſigns, at or in, &c. the ſum of, &c. of lawful, &c. without fraud or coven, that then, &c.

A Condition, &c. to keep Peace.

THE Condition, *&c.* that if, *&c.* B. W. at all times hereafter do well and honeſtly bear and behave himſelf as well in word as in deed towards the within named J. R. and all his, as any honeſt man ought to do, and alſo if the ſame B. W. at all times hereafter do keep the, *&c.* in his own proper perſon towards the ſaid J. R. and all his; and further if the ſaid B. W. at no time hereafter, do vex, ſue, moleſt or trouble, or cauſe to be ſued, vexed, moleſted or troubled, the ſaid J. in his body, goods or otherwiſe, by any manner of means, for any matter, cauſe or thing, whatſoever it be, that then, *&c.*

A Condition to juſtifie all ſuch Actions as ſhall be commenced by virtue of a Letter of Attorney, and not to releaſe, &c.

THE Condition, *&c.* That if, *&c.* W. L. his, *&c.* do at all times hereafter, and from time to time juſtifie, aver, maintain and allow ſuch actions, ſuits, writs, pleas, plaints, premiſes, condemnations, judgments, executions and demands, as the within named E. S. his, *&c.* ſhall at any time hereafter commence, exhibit, procure or proſecute by force of a Letter of Attorney, bearing the date within written, made from the ſaid W. L. to the ſaid E. S. againſt all or any the perſon or perſons, or debtors therein named, their heirs, executors or adminiſtrators, for the recovery of the ſeveral ſums of money, by every of them ſeverally owing, mentioned in the ſaid Letter of Attorney, to the only uſe therein ſpecified: And do permit and ſuffer the ſaid E. S. his, *&c.* to recover and receive all and every the ſaid debts and ſums of money, and the coſts, damages, profits of ſuits, and other commodities and advantages, to come or grow any way by the ſame, to the uſe of the ſaid E. S. his, *&c.* for ever, without account, without releaſe, acquittance, diſcharge, non ſuit, countermand, diſavowry, retraction, or other avoiding of the ſame perſons, ſums of money, debts, ſuits, or other demands, accruing upon

the ſame without the conſent of the ſaid *E. S.* his, &c. firſt had and obtained for the ſame, that then, &c.

A Condition to pay money according to a Proviſo in a Bill of ſale.

THE Condition, &c. That whereas the within bound *R. H.* by his Bill of Sale, bearing date the day of the date within written, hath bargained, ſold and delivered in plain and open market, according to the cuſtom of the City of *London*, unto the within-named *T. C.* three gilt bowls, weighing 60 ounces, &c. to have and to hold, with a Proviſo contained in the ſaid Bill of Sale, that if the ſaid. *R. H.* his, &c. do pay, &c. unto the ſaid &c. that then this, &c. as by, &c. And whereas the ſaid *T. C.* doth eſteem and value that the ſaid three gilt bowls, &c. not to be worth the ſaid ſum of &c. contained in the ſaid Bill of Sale, if therefore the ſaid *R. H.* his, &c. do pay, &c. unto the ſaid *T. C.* his, &c. the ſaid ſum of &c. on the day, and at the place mentioned in the ſaid Proviſo, and thereby redeem the premiſſes out of the hands and poſſeſſion of the ſaid T. *C.* his, &c. that then, &c.

A Condition to do ones endeavour for the recovery of the Debt againſt the Surety.

THE Condition, &c. That whereas the above bound J. *H.* hath obtained ſeveral Judgements againſt *M. W.* Eſq; and *T. B.* Gent. upon one Obligation, wherein the ſaid *T. B.* and *M. W.* ſtand bound unto the ſaid J. *H.* in the ſum of 215 *l.* with condition for payment of 107 *l.* 10 *ſh.* as by the Records remaining in the Court of Common Pleas at *Weſtminſter* may appear; If therefore the ſaid J. *H.* his executors, adminiſtrators and aſſigns, do and ſhall from time to time, and at every time and times hereafter, do and uſe his and their beſt means and endeavours, with effect, by writ or writs of excution, or by other writs or means, lawfully to recover and receive of the ſaid *M. W.* his heirs, executors or adminiſtrators, or of his or their lands, tenements, goods, chattels or hereditaments the ſaid ſum of 215 *l.* and coſts of ſuit heretofore obtained by Judgement, as aforeſaid, without releaſing the ſaid ſum of money as aforeſaid, or any part thereof, except it be by agreement and conſent of the ſaid *H. B.* his executors, adminiſtrators and aſſigns, or alſo do, and ſhall well and truly pay, or cauſe to be paid unto the ſaid

ſaid *H. B.* his executors, adminiſtrators or aſſigns, the ſaid ſum of, &c. and coſts of ſuit, or ſo much thereof as ſhall be received by the ſaid *J. H.* his executors, adminſtrators or aſſigns of the ſaid *M. W.* his heirs, executors or adminiſtrators, or his or their goods, chattels, lands or tenements, upon or by reaſon of the ſaid Judgement, and that within two months next after he or they ſhall have received the ſame without fraud or coven, that then, &c.

A Condition for quiet enjoyment of a Meſſuage ſold.

THE Condition, &c. that if the within named *J. M.* his heirs and aſſigns, and every of them ſhall and may for evermore from henceforth peaceably and quietly have, hold, occupy, poſſeſs and enjoy, all that meſſuage, tenement and lands, ſituate, lying and being in, &c. and every part and parcel thereof mentioned to be bargained and ſold, by the within bound *R. W.* to the ſaid *J. M.* in and by a certain Indenture of bargain and ſale, bearing date the day of the date within written, made between the within bound *R. W.* and *A.* his wife on the one part, and the above named *J. M.* on the other part, clearly diſcharged, or otherwiſe ſufficiently ſaved harmleſs, of and from all and all manner eſtates, titles, charges and incumbrances whatſoever, at any time heretofore had, made, committed, permitted, ſuffered or done by the ſaid *W.* or by his means or procurement. that then, &c.

A Condition to pay a yearly ſum of money for a Wives Joyntrue during her life.

THE Condition, &c. That if the above bound *P. P.* his heirs, executors, adminiſtrators or aſſigns, or any of them, do well and truly pay, or cauſe to be paid unto *K.* the now wife of the ſaid *T. P.* for and in the name of her Joynture, yearly and every year for and during the term of the natural life of the ſaid *K.* if ſhe ſhall ſurvive and over-live the ſaid *T. P.* her husband, the yearly ſum of, &c. at four moſt uſual Feaſts in the year, that is to ſay, &c. by even and equal portions, the firſt payment thereof to begin and to be made at the Feaſt of the ſaid Feaſts which ſhall firſt and next happen after the death of the ſaid *T. P.* if ſhe the ſaid *K.* ſhall be then living, and alſo if when any of them, the Sureties of the ſaid *T. P.* ſhall happen to dye or depart this natural life, the ſaid *K.* living, the Survivor of them, within one month

next after his death, ſhall procure one ſufficient Surety to become bound with the then ſurviving Obliger in the like ſum, and under the ſame condition, and ſo from time to time during the life of the ſaid K. upon the ſealing and delivery of every which new Bond, the former Bond to be delivered to the Survivor to be cancelled, that then, *&c.*

A Condition to endeavour to diſcharge an Obligation by a day.

THE Condition, *&c.* That if, *&c.* do and ſhall uſe his beſt endeavor for and in diſcharge of one Obligation, bearing date the, *&c.* wherein the within named D.W. and B. B. of, *&c.* are and ſtand bound unto the ſaid M. B. deceaſed, in the ſum of 100 *l.* for payment of 52 *l.* at a day already paſt, and do therefore acquit and diſcharge the ſaid D. W. & B B. and either of them, their and either of their executors, adminiſtrators and aſſigns, of and from all actions, ſuits, troubles, coſts and charges whatſoever, of, for, and concerning the ſaid Obligation, or ſums of money therein contained, that then this, *&c.*

A Condition, reciting an abſolute bargain and ſale is made to one for the Indempnity of a Bond, if the money be paid upon the Bond, the Grantee is bound to re-aſſure.

THE Condition, *&c.* That whereas the within named J. T. by his Deed indented, bearing date the day of the date within written, for the indempnity, diſcharge & ſaving harmleſs of the within bound Sir M. W. his heirs, executors and adminiſtrators, of, for, from and concerning one Obligation bearing date the, *&c.* within written, wherein the ſaid Sir M. W. for the only debt of the ſaid J. T. together with the ſaid J. T. is and ſtandeth bound unto E. P. Eſq; in the ſum of, *&c.* with condition for payment of, *&c.* on the, *&c.* next coming, hath granted, bargained, ſold and confirmed unto the ſaid Sir M. W. his heirs and aſſigns for ever, all that Cloſe, *&c.* with the appurtenances, called or known by the name of, *&c.* ſituate, lying, and being in, *&c.* as by the ſame Deed inrolled in the high Court of Chancery amongſt divers other things therein contained, may more at large appear; if therefore the ſaid Sir M. W. his heirs or aſſigns, in whom the eſtate of the before mentioned premiſes is or ſhall be veſted or ſetled, do and ſhall upon reaſonable requeſt to him of them to be made in that behalf by the ſaid J: T: his heirs,

heirs or assigns, (after that the said *J. T.* his heirs, executors, administrators or assigns shall have paid the said 104 *l.* and acquitted and discharged the said Sir *M. W.* his heirs, executors, administrators and assigns, of and from the said Obligation, and the sum and sums of money therein contained) at the costs and charges in the Law of the said *J. T.* his heirs or assigns, re-convey and re-assure unto the said *J. T.* his heirs and assigns for ever, the said Close called, &c. with the appurtenances, with warranty therein to be contained against the said Sir *M. W.* his heirs and assigns only, so as he or they be not compelled to travel for the making of the said assurance, further than the place of his or their abode and residence at the time of such request made, that then, &c.

A Condition, (reciting a surrender of Land upon condition) that if the money be not paid according to the condition, the Obliger may enjoy the Lands, &c.

THe Condition, &c. That whereas the within bound *T. J.* hath the day of the date within written, surrendred into the hands of the Lord of the Mannor of *H.* in the County of, &c. out of Court, by the hands of *A. B.* and *C. D.* two of the customary tenants of the said Mannor, according to the custom of the said Mannor, one messuage or tenement, &c. with all and singular their and every of their appurtenances, now or late in the tenure or occupation of the said *T. J.* his assign or assigns, to the oly use and behoof of the within nomed *P. A* and of his heirs and assigns for ever, according to the custom of the said Mannor; nevertheless upon condition of non-payment of, &c. at or in, &c. as by the same surrender more at large appeareth; if therefore the said *P. A.* his heirs and assigns, and every of them, shall or may from time to time, and at all times for ever, from and after default made in payment of the said sum of &c. at the day and place appointed for payment thereof, as aforesaid, lawfully, peaceably and quietly have, hold, occupy, possess and enjoy the same messuage or tenement, lands, and all and singular other the premisses, in and by the said surrender mentioned and expressed, clearly and absolutely acquitted and discharged, or otherwise by the said *T. J.* and his heirs, sufficiently saved and kept harmless, of and from the joynture, dower and thirds of *K.* now wife of the said *T. J.* to be claimed or challenged, of or in the said premisses, or any part thereof, and of and from all and all manner of former & other bargains, contracts, surrenders, & other charges, titles, troubles and incumbrances

brances whatſoever, by the ſaid *T. I.* his heirs and aſſigns, in any wiſe heretofore had, made, committed, ſuffered or done, or to be had, made, committed, ſuffered or done, the rents and ſervices to the chief Lord or Lords of the Fee thereof, and from thenceforth growing due therefore, only excepted and fore-prized, that then, &c.

A Condition that whereas one hath an Annuity iſſuing out of the Mannor of, &c. which ſaid Annuity he hath releaſed, &c. for payment of, &c.

THE Condition, &c. That whereas the within bound J.B. hath and holdeth for the term of his natural life, of the grant of the within named R. L. one annuity or yearly rent of, &c. by the year, iſſuing and going out of the Mannor of, &c. and out of certain other lands, tenements and hereditaments, in the County of, &c. as by the ſame grant thereof made, more at large it doth and may appear; which ſaid annuity or yearly rent of, &c. the ſaid J. B. by his Deed indented, bearing date the day of the date of theſe preſents, hath bargained, ſold and releaſed unto the ſaid R. L. upon and under a certain condition in the ſame Deed indented, expreſſed, as by the ſame alſo it doth and may appear; if therefore the ſaid J. B. hath not at any time before the enſealing and delivery of the ſaid Deed indented, bargained, ſold, given, granted, aſſigned or ſet over, or by any other means incumbred the ſaid annuity, or yearly rent of 100 *l.* or any parcel thereof, that then, &c.

A Condition, whereas the Obligee hath owing by one a ſum of money, which is to be paid to a Creditor of the Obliger, who is bound to repay within ten days after notice of the receipt.

THE Condition, &c. That whereas the within named J. F. hath remaining in the hands and cuſtody of G. &c. the ſum of, which ſum of, &c. the ſaid F. is contented at the requeſt and deſire of the within bound J. &c. ſhall be paid and delivered by the ſaid G. &c. unto one L. &c. If therefore the ſaid, &c. his executors, adminiſtrators or aſſigns, do well and truly pay, or cauſe to be paid unto the ſaid J. F. &c. his executors, adminiſtrators or aſſigns, at or in, &c. the ſaid ſum of, &c. within ten days next after the ſaid J. F. his executors, adminiſtrators or aſſigns, ſhall give ſufficient notice or teſtimony unto the ſaid, &c. his executors, adminiſtra-

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tors or aſſigns from the ſaid J. teſtifying that he the ſaid E. hath received the ſaid ſum of, &c. of the ſaid, &c. as aforeſaid, without fraud or coven, that then, &c.

A Condition where a Bond is aſſigned, and that if the Obligtes in the aſſigned Bond do not pay, then the Obligee in this is bound to pay, &c.

THE Condition, &c. That whereas the within bound A. B. hath by his Deed in writing, bearing date, &c. aſſigned over unto the within named C. D. one Obligation bearing date the, &c. wherein E. F. and G. H. ſtand bound unto the ſaid A. B. in the ſum of, &c. with condition of payment of, &c. on the, &c. at, &c. as by the ſame Deed of aſſignment and Obligation may appear, if in caſe the ſaid E. F. and G. H. their executors, adminiſtrators or aſſigns, do not pay unto the ſaid C. D. his executors or aſſigns, the ſaid ſum of, &c. on or before the, &c. with ſuch conſiderations as ſhall be therefore due; if then the ſaid A. B. his executors, adminiſtrators or aſſigns, do well and truly pay, or cauſe to be paid unto the ſaid C. D. his executors, adminiſtrators or aſſigns, on the, &c. at or in, &c. the ſaid ſum of, &c. with conſideration for the ſame, after the rate of 8 *l. per Cent.* to be accompted from the day of the date within written, until ſuch time as the ſame ſhall be fully paid, that then, &c.

A Condition upon an Attachment.

THE Condition, *&c.* That whereas the above-named Sir R. L. Knight, is to pay unto Sir M. R. of, *&c.* the ſum of 150 *l.* of, *&c.* upon Bond, bearing date on or about the, *&c.* laſt paſt, before the day of the date above written: and whereas the day of the date above written, the above bound W. S. hath attached the ſaid ſum of, *&c.* in the hands of the ſaid Sir R. L. If therefore the ſaid W. L. his executors, adminiſtrators and aſſigns, and every of them, do and ſhall at all times hereafter, and from time to time, well and ſufficiently ſave, defend, keep harmleſs and indempnifie the ſaid Sir R. L. his heirs, executors, adminiſtrators and aſſigns, and every of them, as well againſt the ſaid Sir M. R. his executors, adminiſtrators and aſſigns, as againſt all and every other perſon and perſons, for or concerning the ſaid obligation, or any ſum or ſums of money therein contained, and of and from all and all manner of actions, arreſts, ſuits, coſts, loſſes,

chattels,

chartels, forfeitures, payments, and detriments whatſoever, which ſhall or may be commenced, or happen againſt the ſaid Sir *R. L.* his goods or chattels, for or by reaſon of the non-payment of the ſaid ſum of, &c. unto the ſaid Sir *M. R.* his executors, adminiſtrators or aſſigns, on the ſaid, &c. in regard the ſame is attached by the ſaid *W. S.* as aforeſaid, that then, &c.

A Condition to pay Rent quarterly for certain Rooms, &c.

THE Condition, &c. That if *J. A.* of, &c. the within bound *J. P.* and *T. A.* or any of them, their or any of their executors, adminiſtrators or aſſigns, do well and truly pay, or cauſe to be paid unto the within named *G. P.* his executors, adminiſtrators or aſſigns, the yearly ſum of, &c. for thoſe Rooms, parcel of the capital Meſſuage, ſcituate, &c. wherein the ſaid *J. A.* now inhabiteth, for and during the full term of, &c. to be accompted from the, &c. laſt paſt, before the date within written, at the four moſt uſual Feaſts or Terms in the year, that is to ſay, at the Feaſt of, &c. or within ten days next enſuing every of the ſaid Feaſts, by even and equal portions, at or in, &c. the firſt payment to begin and to be made at the Feaſt day of, &c. next enſuing the date within written, or within ten days next enſuing the ſame Feaſt, that then, &c.

A Condition to ſurrender Land to certain uſes.

THE Condition, &c. That if the above bound *M. W. S. W.* and *J. W.* and every of them and their heirs, do and ſhall at the next Court to be holden for the Mannor of *W.* in the County of &c. which ſhall be after requeſt made by the above named *A. L.* her heirs or aſſigns, the ſaid requeſt being made eight days before any ſuch Court be holden, ſurrender into the hands of the Lord of the ſaid Mannor, to the only uſe and behoof of the ſaid *A. L.* her heirs and aſſigns for ever, according to the cuſtom of the ſaid Mannor, all that little Cloſe or Land with the appurtenances, lying and being in place called *G.* in the County of *E.* being Copy-hold Land of the ſaid Mannor, the ſame premiſſes being at the time of the ſaid ſurrender to be made freely and clearly acquitted and diſcharged, of and from all former ſurrenders, grants and incumbrances whatſoever, that then, &c.

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A Condition, that the Sheriff executing a Writ, may detain out of the Goods and Lands extended, ſo much money, &c.

THE Condition, &c. That whereas the within bound *R. W.* the day of the date hereof, hath delivered to the hands of the within named *G. M.* and *W. M.* the Writ of execution, for levying and extending the goods, chattels, and moiety of the lands, tenements and hereditaments of one Sir *W. M.* of, &c. to and for the uſe of the ſaid *R. W.* whereby the ſame *R.* may be ſatisfied of the ſum of 200 *l* mentioned in the ſaid Writ, if in caſe the ſaid *G. M.* and *W. M.* or either of them, do lawfully execute, or cauſe to be lawfully executed the ſaid Writ, according to the nature, meaning and purport thereof, by the impannelling of twelve lawful and indifferent men to be ſworn of the contents of the ſaid Writ, if then the ſaid *R. W.* his executors and adminiſtrators, do quietly permit and ſuffer the ſaid Sheriff or Under-Sheriff to have, take, receive and detain, to his and their own proper uſe and behoof, out of ſuch moneys, goods or chattels, as ſhall be had, levied or received by virtue of the ſaid Writ, or the execution thereof, as much in lawful money of *England*, or other benefit as they or the ſaid Sheriff, or Under-Sheriff, or one of them ſhall think reaſonable or ſufficient for their ſatisfaction, of and for ſuch travel, pains or charges as they ſhall be at in and about the execution of the ſaid Writ and Extent thereupon to be had or made, otherwiſe within, &c. next after the ſaid Writ ſhall be executed, and return thereof made accordingly, do pay, or cauſe to be paid unto the ſaid Sheriff, or Under-Sheriff, or their Deputy or Deputies, ſo much lawful money of *England*, as they ſhall for the cauſes aforeſaid reaſonably demand, that then, &c.

A Condition to ſave harmleſs from a Bond of Arbitrement.

THE Condition, &c. That if the above bound *A. D.* his executors and adminiſtrators, or any of them, do and ſhall from time to time, and at all times hereafter, well and ſufficiently ſave and keep harmleſs and indempnified the above named *G. M.* his heirs, executors and adminiſtrators, and his and their lands, tenements, goods, chattels and hereditaments of, for, from and concerning one Obligation, bearing date the day of the date above written, wherein the ſaid

G. M

G. M. at the requeſt of the ſaid A. D. is and ſtandeth bound unto R. M. Gent. in the ſum of 100 *l.* with condition there under written, that the ſaid A. D. abide the award of W. N. and T. B. Eſquires, Arbitrators, and of and from all actions, ſuits, arreſts, coſts, charges, and demands whatſoever, concerning the premiſſes, without fraud or coven, that then, *&c.*

A Condition where Purchaſe-money is to be paid at two payments; if default be made in the firſt, the whole with allowance to be paid at the ſecond.

THE Condition, *&c.* That whereas in and by one pair of Indentures, bearing date the day of the date within written, made between the within named A. L. of the one party, and the within bound J. L. of the other party, the ſaid J. L. is to pay to the ſaid A. L. the ſum of 200 *l.* of, *&c.* on the *&c.* at or in, *&c.* being the firſt payment of the ſum of, *&c.* which the ſaid J. L. is to pay unto the ſaid A. L. for the Purchaſe of the Keeperſhip, Herbage and Pannage of B. Park of, *&c.* in the County of, *&c.* as by the ſaid Indenture may more at large appear: and if it ſhall happen the ſaid J. L. his executors, adminiſtrators and aſſigns, to make default in payment of the ſaid ſum of 200 *l.* unto the ſaid A. L. his executors, adminiſtrators or aſſigns, on the ſaid, *&c.* next coming, contrary to the tenor of the ſame Indenture, then if the ſaid J. L. his executors, adminiſtrators or aſſigns, do well and truly pay, or cauſe to be paid unto the ſaid A. L. his executors, adminiſtrators or aſſigns, the full ſum of, *&c.* on the, *&c.* at or in, *&c.* without fraud or coven, that then, *&c.*

A Condition where money is lent upon a Bond, and a Letter of Attorney to receive the money due upon the Bond, the Obliger in this Bond is to pay, &c.

THE Condition, &c. That whereas A. B. of, &c. and C. D. of, &c. by their Obligation bearing date the, &c. in the, &c. are and ſtand jointly and ſeverally bound unto E. F. &c. in the ſum of, &c. for payment of, &c. on the, &c. at, &c. as by the ſaid Obligation and Condition thereupon made, more at large appeareth. And whereas J. F. by his Letter of Attorney bearing date the, &c. in the, &c. did make ordain and conſtitute the within bound P. V. his lawful Attorney, irrevocable to ask, levy, recover and receive to his own proper uſe and behoof of the ſaid A. B. and C. D. or either

either of them, the ſaid ſum of, &c. on the, &c. according to the tenor of the ſaid Obligation, as by the ſaid Letter of Attorney more at large likewiſe appeareth: upon which ſaid Obligation and Letter of Attorney, the within named H. B. hath lent unto the ſaid P. V. the full ſum of, &c. and hath aſſigned the ſaid Condition over unto the ſaid H. B. with the ſaid Letter of Attorney ſo made unto the ſaid P.V. by the ſaid E. F. as aforeſaid; if in caſe therefore the ſaid ſum of, &c. be not well and truly paid to the ſaid H.B. his executors or aſſigns, at or upon the ſaid, &c. next enſuing the date hereof, by the ſaid A.B. and C. D. or one of them, according to the true intent and meaning of the ſaid recited Obligation and Condition hereof, to the proper uſe and behoof of the ſaid H. B. then if the ſaid P. V. and the within bound M. C. or either of them, or the heirs, executors, or aſſigns of them, or either of them, do and ſhall well and truly repay, or cauſe to be repaid unto the ſaid H.B. his executors or aſſigns, the ſum of, &c. on the, &c. at or in, &c. in lieu of the ſaid, &c. ſo to be paid as aforeſaid by the ſaid A. B. and C. D. that then, &c.

A Condition that the Obliger ſhall pay, &c. within three months next after default of payment made by another.

THE Condition, &c. That whereas Sir F. C. of, &c. Knight, by his Obligation, bearing date the day of the date above written, is and ſtandeth bound unto the above named R.N. in the ſum of, &c. for the true payment of, &c. on the, &c. next enſuing the date above written, at or in, &c. as by the ſame Obligation may appear; and foraſmuch as the ſaid R.N. hath credited the ſaid F.C. for the ſaid ſum of, &c. at the requeſt of the above bound A. M. and upon his the ſaid A. M's promiſe, and undertaking to pay unto the ſaid R.N. his executors, adminiſtrators or aſſigns, the ſaid ſum of, &c. within three months next after the day of, &c. with conſideration for the forbearance thereof, after the rate of 8 *l. per cent.* (in caſe the ſaid Sir F. C. his executors, adminiſtrators or aſſigns, do not pay the ſaid, &c. on the ſaid, &c. next coming) if therefore the ſaid F.C. his executors, adminiſtrators or aſſigns, do not well and truly pay, or cauſe to be paid unto the ſaid R. N. his executors, adminiſtrators or aſſigns, the ſaid ſum of, &c. on the ſaid, &c. next following, and at the place of payment aforeſaid, then if the ſaid A.M. his executors, adminiſtrators or aſſigns, do not well and truly pay, or

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cauſe to be paid unto the ſaid *R. N.* his executors, adminiſtrators or aſſigns, the ſaid ſum of, &c. on the ſaid, &c. next enſuing, and at the place and payment aforeſaid, he the ſaid *R. N.* his executors, adminiſtrators or aſſigns, upon the payment or receipt thereof, delivering up unto the ſaid *A. M.* his executors, adminiſtrators or aſſigns, the ſaid Obligation, wherein the ſaid *F. B.* ſtandeth bound unto him, as aforeſaid, that then, &c.

A Condition, that if the Obligee do not receive the ſum of, &c. of the, &c. according to a Letter of Attorney, then the Obligator to pay the ſaid ſum in the, &c. next after.

THe Condition, &c. That whereas the above bound *T. P.* hath by Deed or Letter of Attorney, bearing date the day of the date above written, authorized and appointed the above named *G. M.* to ask and receive, of and from the Commiſſioners appointed for the payment of money to Souldiers the full ſum of 17 *l.* of, &c. as by the ſame Letter of Attorney may at large appear; if therefore the ſaid *G. M.* his executors, adminiſtrators or aſſigns, ſhall not receive the ſaid ſum of 17 *l.* from the ſaid Commiſſioners, on or before the, &c. next enſuing the date within written, then if the ſaid *T. P.* his executors, adminiſtrators or aſſigns, do well and truly pay, or cauſe to be paid unto the ſaid *G. M.* his executors, adminiſtrators or aſſigns, the ſaid ſum of 17 *l.* &c. on the, &c. next enſuing the date above written, at, &c. without fraud or coven, that then, &c.

A Condition where a Letter of Attorney is recited, he to whom it is made is bound not to proſecute any ſuit againſt the perſons in the Letter of Attorney mentioned, on or before, &c.

THe Condition, &c. That whereas the above named *H. H.* by his Deed or Letter of Attorney, bearing date the day of the date above written, hath authorized the above bound *T. K.* to be his true and lawful Attorney, to obtain, receive and take, of and from the ſaid Sir *J. W.* Knight, and *T. M.* Eſq; their heirs, executors, adminiſtrators or aſſigns, all that ſum of, 200 *l.* due by obligation, and a Judgement of 260 *l.* thereupon recovered in the Court of the Upper Bench at *Weſtminſter*, in which obligation the ſaid *T. M. T. S.* and the ſaid *J. S.* ſtand bound to *T. H.* widow, lately deceaſed, in the ſum of 200 *l.* as by the

ſame

ſame Deed or Letter of Attorney, amongſt divers clauſes and things therein contained, may more at large appear, if therefore the ſaid *T. K.* his executors, adminiſtrators or aſſigns, or any of them, do not or ſhall not, from henceforth at any time or times hereafter, before the twelfth day of *December* next enſuing the date above written, proſecute or ſue forth, or cauſe to be proſecuted or ſued forth any Writ or Writs, or other Proceſs or proceedings whatſoever, againſt the ſaid *T.* M. his executors, adminiſtrators or aſſigns, for, concerning, or by reaſon of the ſaid recited Obligation or Judgement, or either of them, nor do or aſſent unto any other act or acts, device or devices whatſoever, whereby or by reaſon whereof the ſaid *T.* M. his heirs, executors, adminiſtrators or aſſigns, or his or their Lands, Tenements, Goods or Chattels, may in any wiſe be prejuced, troubled or vexed, except it be by and with the aſſent, conſent and agreement of the ſaid *H. H.* his executors, adminiſtrators or aſſigns in that behalf firſt had and obtained in writing under his hand and ſeal, that then, &c.

A Condition for payment of money within ten days next after delivery of aſſurance of Land.

THE Condition, &c. That if the within bound *K. T.* his heirs, executors, adminiſtrators or aſſigns, or any of them, do pay or cauſe to be paid, unto the within named *H. E.* the full ſum of 100 *l.* within ten days next after that he the ſaid *H. E.* or his heirs, ſhall make and deliver, or cauſe to be made and delivered unto the ſaid *J. T.* or his heirs, a good, perfect and lawful aſſurance in the Law, in Fee-ſimple, of and in certain Lands, Tenements and Hereditaments lying and being in *D.* or elſewhere in the County of *S.* amounting in the whole to the yearly value of 40 *l.* according to the tenor and plain meaning of certain Articles indented, bearing date the day of the date of theſe preſents, made between the ſaid *H. E.* of the one party, and the ſaid *J. T.* of the other party, that then, &c.

A Condition to procure one to ſeal the Counterpart of an Indenture.

THE Condition, &c. That if *J. J.* Son of the above bound *R. J.* do and ſhall, when he ſhall accompliſh the full age of Twenty one years, upon requeſt to him made, ſign and deliver,

deliver, as his act and deed, unto the uſe of the within named G. C. and H. C. the Counterpart of one Indenture bearing date, &c. made between, &c. and the ſaid Counterpart being ſo ſealed and ſigned, as aforeſaid, ſhall deliver, or cauſe to be delivered, unto the ſaid G. C. his, &c. ſafe, whole, uncancelled and undefaced, that then, &c.

A Condition to permit the Obligee to receive Rents and Tythes to his own houſe.

THE Condition, &c. That if the within named N. B. his executors, adminiſtrators or aſſigns, ſhall and may at all times hereafter, and from time to time, ask, collect, gather, perceive, receive, take, keep and enjoy to his and their own only uſe and behoof, all and all manner of rents, iſſues, tythes, fruits, obligations, obventions, offerings, profits, commodities and advantages whatſoever they be, and of what quality, nature, kind or condition the ſame be, now belonging or appertaining, and now being due, or which hereafter ſhall belong, appertain, grow or become due to W. A. Clerk, as Parſon of the Pariſh-Church of, &c. out of or belonging to the Parſonage of, &c. or any parcel thereof, of all and every perſon or perſons whatſoever, for and during ſo long time as the ſaid W. A. ſhall be, or of right ought to be Parſon of the Parſonage aforeſaid, and alſo all and ſingular arrearages of the Premiſſes, without let, interruption or diſturbance of the within holden R. his executors, adminiſtrators or aſſigns, or of any other perſon or perſons, claiming by, of or from the ſaid R. or by his aſſent, means or procurement; and alſo, if neither the ſaid R. at any time heretofore hath releaſed, nor that he, his executors nor adminiſtrators, at any time hereafter ſhall releaſe, acquit or diſcharge the ſaid W. A. his executors, adminiſtrators, of or concerning any Bond, Covenant, Authority, Contract or Agreement, heretofore had or made by the ſaid W. A. to the ſaid N. and R. touching or concerning the premiſſes, or any of them, nor do any act or acts, whereby or by reaſon whereof, the ſame obligations, bonds, writings, covenants, authority, contract or agreement, or any of them, ſhall in any wiſe be made fruſtrate or void; and alſo if the ſaid R. do permit and ſuffer the ſaid N. to have, take and enjoy to his and their own uſe, the whole profit, benefit, advantage and commodity, which ſhall or may ariſe or grow, for, upon or by reaſon of the ſaid Obligations.

gations, Bonds, Writings, Covenants, Authority, Contract or Agreement, or any of them, that then, &c.

A Condition to assure the moiety of such Lands as shall be recovered at Law.

THe Condition, &c. That whereas the within bound T. H. pretended title to certain Lands, Tenements and Hereditamenrs, situate, lying and being in H. S. M. B. and A. or in any of them, in the County of G. which late were of the inheritauce of J. H. deceased, and from him the said T. H. by J. B. and others unjustly withholden, for a recovery whereof the within named H. C. hath promised to do as much as in him shall lawfully lie and be, and to be and remain, for and on the behalf of the said T. H. &c. if therefore the said T. H. and his heirs, do within, &c. next after the obtaining and recovery of the said Lands, Tenements and Hereditaments, or any parcel thereof; and he the said T. or his assigns, shall or may be in quiet possession thereof; and upon the requests, and at the costs and charges in the Law of the said H. C. his heirs or assigns, make or cause to be made to the said H. C. his heirs or assigns, to the only use and behoof of the same H. C. his heirs and assigns, good, lawful and sufficient conveyance and assurance in the Law in Fee simple, of and in the moiety and one half the said Lands, or of so much thereof, as from time to time shall happen to be obtained or recovered, and of and in the arrerages of the same moiety, and one half of the premisses, in such manner and form, as by the Council learned in the Law, of the said H. C. his heirs or assigns, shall be reasonably advised or devised, clearly discharged of all and all manner of bargains, sales, charges and incumbrances whatsoever had, made, committed or done, to be had, made, committed or done by the said T. or by any other, by his assent, means, interest, title or procurement, that then, &c.

A Condition to save one harmless from all debts that may be duly demanded as Executor of, &c. and also that one shall seal a Release, when she comes to the Age of, &c.

THe Condition, &c. That if the above bound E. T. and W. T. their executors, administrators or assigns,

or any of them, do and ſhall at any time hereafter, and from time to time, clearly acquit, exonerate and diſcharge, or otherwiſe well and ſufficiently ſave and keep harmleſs and indempnified the above named J. E. his heirs, executors and adminiſtrators, and his and their goods, chattels, lands, tenements and hereditaments, and every of them, of and from all debts, duties, bills, bonds, ſpecialties and demands whatſoever, which at any time and times hereafter ſhall and may be duly and lawfully demanded or recovered, of or from the ſaid J. E. his heirs, executors and adminiſtrators, by any perſon or perſons whatſoever, for or by reaſon of any reckoning, duty, ſpecialty, debt or demand whatſoever due, owing or payable by the above named R. T. deceaſed, to any perſon or perſons whatſoever, and alſo of and from all coſts, charges, ſuits, arreſts, judgements, executions, and demands whatſoever, which ſhall or may happen, come, grow, to be unto or againſt the ſaid J. B. his executors, adminiſtrators, or any of them, for, upon or by reaſon thereof; and alſo if A. T. daughter of the ſaid E T. and ſuch perſons as ſhe ſhall intermarry withal, within one month next after ſhe the ſaid A. ſhall be lawfully married, or ſhall accompliſh her full Age of Twenty one years, which ſhall firſt or next happen, do and ſhall make, ſeal and deliver, as his, her or their act and deed, a good, ſufficient, and lawful acquittance, diſcharge and releaſe, under his, her, or their hands and ſeals, unto the ſaid J. B. his executors and adminiſtrators, of, for, or concerning all ſum and ſums of money, gifts, legacies, bequeaths and demands whatſoever, given and bequeathed unto the ſaid A. in and by the laſt Will and Teſtament of the ſaid R. T. the ſame releaſe to be made in ſuch manner and form, as by the ſaid J. B. his executors or adminiſtrators, or his or their Council ſhall be reaſonably deviſed or required, that then, &c.

A Condition for payment of all ſuch moneys as one late deceaſed did owe to any perſon or perſons whatſoever.

THE Condition, &c. That if the above bound B. R. his executors, adminiſtrators or aſſigns, do and ſhall from time to time, and at all times hereafter well and truly pay, or cauſe to be paid unto all and every perſon and perſons whatſoever, and every ſuch debts, duties, reckonings, ſum and ſums of money, and demands whatſoever,

as ſhall be juſtly and truly due and owing unto them, or any of them, by R. P. Eſq; deceaſed, ſo as the ſaid debts due by the ſaid R. P. and to be paid by the ſaid B. R. do not extend to more than the ſum of 742*l.* of, &c. which the ſaid S. B. and F. P. have the day of the date hereof paid and delivered to the ſaid B. R. according to an Order of the eighth day of this Inſtant *July*, made in the High Court of Chancery; and do and ſhall alſo from time to time, and at all times hereafter well and ſufficiently ſave and keep harmleſs and indempnified the ſaid Sir B. B. and F. B. and either of them, their and either of their heirs, executors and adminiſtrators, and his, their and every of their goods, chattels, lands, tenements and hereditaments, and every of them, againſt all and every perſon and perſons whatſoever, of, for, touching and concerning all, every, or any the debts, duties and demands whatſoever, due or payable by the ſaid P. to any perſon or perſons aforeſaid, without fraud or coven, that, &c.

A Condition from a Goaler to an under Sheriff for ſaving harmleſs.

THE Condition, &c. That if the above bound A. B. Deputy-Goaler, to T. T. Servant to, &c. do from time to time receive and take into his ward and cuſtody, within the Goal at the Caſtle of *Lancaſter*, in the County of *Lancaſter* aforeſaid, all ſuch perſon and perſons, priſoner and priſoners, which ſhall fortune to be committed or ſent to the ſame Goal, or committed to the ward and cuſtody of the ſaid Goaler, by the ſaid Sheriff or his Deputy, or by any Juſtice or Juſtices of Peace, or by any other having lawful authority to commit perſons or priſoners to the ſaid Goal, and the ſame perſons or priſoners ſo committed, as aforeſaid, do well and truly, duly and ſufficiently by his own proper perſon, or by his ſufficient Deputy or Deputies, ſo keep, that the ſaid Sheriff, his heirs and executors, all the lands, tenements, goods and chattels of the ſaid Sheriff, be ſaved harmleſs from all loſſes penalties, amerciaments and damages whatſoever, as well againſt the Commonwealth of *England*, as alſo againſt all other perſon and perſons, of, for and concerning the cuſtody and keeping of the ſaid Goal and priſoners, within the ſaid Caſtle of *Lancaſter*, or elſewhere in the ſaid County of, &c. and likewiſe do diſcharge, ſave and keep harmleſs the ſaid Sheriff, his heirs and executors, and all

thoſe his lands, tenements, goods and chattels, from time to time, and at all times hereafter, of and from all and every eſcape and eſcapes, as well of convict perſons, Reprieves and Felons, and of all other perſons now committed, for any contempts, condemnations, treſpaſſes or miſdemeanors, which may happen, or chance hereafter to be committed to the ſaid Goal, for any the cauſes aforeſaid, during the time the ſaid A. B. ſhall be Deputy or Goaler to the ſaid T. T. and the ſaid T. T. continue Sheriff; and likewiſe that if the ſaid A. B. or any other by his conſent, privity or appointment in any wiſe, ſet to bail or mainprize, any priſoner or priſoners, and committed, as aforeſaid, not bailable by the Laws of the Realm, without the ſpecial commandment or appointment of the ſaid Sheriff, and if the ſaid A. B. or his ſufficient Deputy, be ready to give his attendance upon the ſaid Sheriff, and his Deputy, at all times neceſſary and convenient, and all and every lawful thing and things, that he ſhall be required to do by the ſaid Sheriff, or his Deputy, touching or concerning the, &c. affairs and buſineſs wherewith the ſaid Sheriff is or ſhall be charged or imployed in or about the keeping of the ſaid Goal or Priſon, that then, &c.

A Condition for the peaceable and quiet receiving of Rent reſerved in a Demiſe.

THe Condition, &c. That whereas the within named T. B. and K. B. by their Deed indented, dated the, &c. have demiſed, granted, ſet and to farm let unto, &c. one Meſſuage or Tenement, &c. with all, &c. in the County of, &c. for the term of, &c. from thence next enſuing, and fully to be compleat and ended, for the yearly rent and ſum of, &c. of lawful money of *England*, payable as by the ſame Deed indented, amongſt divers other Covenants, Grants, Articles and Agreements therein contained, more plainly appear; if therefore the within named B. K. his executors, adminiſtrators and aſſigns, ſhall and may peaceably and quietly have, receive, perceive, take, hold and enjoy the ſaid yearly rent or ſum of, &c. and other the premiſſes before in theſe preſents recited, to his and their only uſe and behoof, during the natural life of the ſaid K. without any lawful let, ſuit, trouble, denial, eviction or diſturbance of the ſaid K. or of any other perſon or perſons, by her meam, aſſent, conſent, right or procurement, that then, &c.

A Release of Recognizance assigned to one.

TO all Christian people, &c. *P. V.* of *London* Merchant stranger, sendeth greeting in our Lord God everlasting, That whereas the Right Honorable *W.* Earl of *Derby*, Lord *Stanley*, Lord of *Man* and the Isles. *T. Ireland* of *Grays*-Inn in the County of *Middlesex* Esq; *H. C.* of *Knawsley* in the County of *Lancaster* Gent. and *H. Adys* of *Button* in the County of *Dorset* Gent. by other writing of Recognizance or Statute Staple, bearing date the sixth day of *July* &c. taken and acknowledged before Sir *J. P.* Knight, Lord Chief Justice of *England*, stand bound to *Peter H.* Citizen and Alderman of *London* in 3200*l.* of, &c. payable, as in and by the same writing of Recognizance or Statute more at large doth appear; and whereas the said *Peter H.* by his sufficient Deed or Assignment in writing, bearing date the 20 day of, &c. in the, &c. did for divers and certain considerations him thereunto especially moving, grant, assign, and set over unto me the said *P. Vanloor*, as well the said Recognizance or Statute, and the said debt of 3200*l.* and all his said right, title and interest, which he the said *Peter Houghton* then had, or ought to have had in and to the same, to have and to hold the said Recognizance or Statute, and the said debt of 3200*l.* aforesaid, and all his said right, title and interest in and to the same, unto the said *P. V.* my executors and assigns, as our own proper goods and chattels for ever, as by the said assignment amongst other covenants and clauses therein contained, more fully and at large it doth and may appear. Now know ye, That I the said *P. V.* for divers good causes and considerations me hereunto specially moving, have remised, released and quit claimed, and by these presents for me, my executors, administrators and assigns, and every of us, do remise, release, and for ever quit-claim unto the said *Henry Adys*, his heirs, executors, administrators and assigns, and every of them, the Recognizance or Statute aforesaid, and the penalty and forfeiture thereof, and also all and all manner of actions, arrests, extents, judgements, executions, condemnations Liberates, seizures, debts and demands whatsoever, which I the said *P. V.* or the said *P. H.* or either of us now have, shall, may, might, or ought to have against the said *H. Adys*. his heirs, executors, administrators and assigns, or any of them, or his, their or any of their lands, tenements, goods or chattels, for or by reason of the said Recognizance or Statute,

or of the Penalty or forfeiture thereof in any wiſe: ſo that neither I the ſaid P. V. nor the ſaid *P. H.* our executors, adminiſtrators or aſſigns, nor any of us, any action, arreſt, extent, judgement, execution, condemnation, Liberate, ſeizure, debt or demand, upon the ſaid Recognizance or Statute, ſhall or may from henceforth commence, proſecute or purſue againſt the ſaid *H. Adys*, his heirs, executors, adminiſtrators or any of their Lands, Tenements, Goods or Chattels, but ſhall be thereof utterly debarred and excluded for ever by theſe preſents. In witneſs, &c.

A Letter of Attorney to take poſſeſſion, and to deliver a Leaſe upon the ground.

BE it known unto all men by theſe preſents, That I W.D. of, &c. have made, ordained, conſtituted and authorized, and in my place and ſtead by theſe preſents, have put my well-beloved Friend *J. D.* of, &c. my true, ſufficient and lawful Attorney, for me and in my name, and to the uſe and behoof of me the ſaid *W. D.* my heirs and aſſigns, to enter into all the Mannor of &c. with all and ſingular the appurtenances, ſituate and being in *K.* in the County of *S.* and now or late in the tenure or occupation of *J. A.* or of his aſſigns, and peaceable and quiet poſſeſſion and ſeizin thereof, for me and in my name to take, and as my deed deliver unto one *E. B.* upon the premiſſes, or ſome part thereof, one Indenture bearing date with theſe preſents, made by me the ſaid *W. D.* to the ſaid *E. B.* mentioning a demiſe of the premiſſes for term of, &c. from the Feaſt of, &c. laſt paſt, then next enſuing, and fully to be compleat and ended, under the yearly rent of, &c. unto which ſaid Indenture I have ſubſcribed my name with my own hand, and ſealed with my ſeal, and delivered the ſame as my Eſcrowe unto the ſaid *J. D.* to be delivered as my Deed upon the premiſſes, or ſome part thereof, after any entry made by him the ſaid *J. D.* into the premiſſes, or ſome part thereof, in the name of the whole, and all and every other thing requiſite and neceſſary to be done, in or concerning the premiſſes, for me and in my name, to do as fully and effectually, and in as large and ample manner and form, to all intents and purpoſes, as I my ſelf might or ought to do, if I were then and there perſonally preſent. And I ſhall and will ratifie, allow and confirm all, and whatſoever my ſaid Attorney ſhall do or cauſe

cauſe to be done in or about the premiſſes by theſe preſents. In witneſs, &c.

A Letter of Attorney to take poſſeſſion of the Lands, and the ſame Lands to demiſe, ſurvey or ſell, and to receive, &c.

TO all, &c. R. E. of, &c. G. M. of, &c. and H. L. of, &c. ſend greeting: Know ye, That we the ſaid R. E. G. M. and H. L. for divers good cauſes and conſiderations in that behalf moving, have made, ordained, conſtituted, and in our ſtead and place by theſe preſents, have put and authorized our ſervants R. N. and H. B. Gent and either of them, our true, ſufficient and lawful Attorneys, for us, and in our names, and to the uſe and behoof of us the ſaid R. E. &c. to enter into all thoſe the Mannors of, &c. with their rights, members and appurtenances in the County of, &c. and into the Advowſons, or belonging to the ſame, or any of them, and into every part and parcel thereof, and the ſaid Mannors, and every or any of them, for us and in our names, to ſurvey, and we do by theſe preſents give full power and authority to the ſaid R. N. and H. B. and either of them, to be our Steward or Stewards of the ſaid Mannors, and every of them, and to keep ſuch Court and Courts of Survey, and other Court Leets, and Law days of and upon the ſame Mannors, or any of them, as to our ſaid Attorney, or either of them, or ſuch other as they or either of them ſhall appoint, ſhall be thought fitting, and the ſame Mannors, and every or any of them, for us, and in our names, to bargain, ſell, leaſe or grant to ſuch perſon and perſons, and for ſuch eſtate for life, inheritance or otherwiſe, and for ſum and ſums of money, as our ſaid Attorneys, and either of them, ſhall be thought fit and requiſite, to the uttermoſt and beſt commodity and profit of us the ſaid R. E. G. M. and H. L. and the Deed and Deeds of the ſame grants and eſtates, ſo to be made for us, and in our names, to ſeal, and as our Deeds to deliver unto the parties to whom the ſame ſhall be ſo made, or to any other to their uſe or uſes, and the Counter-parts of the ſame, for us, and in our name, to accept and receive, and alſo all ſuch fines, and other ſum and ſums of money, as ſhall grow due to the ſame, for us and in our names, and to the uſe of the ſaid R. E. G. M. and H. L. to accept, receive and take, and upon the receipt thereof, any acquittances or diſcharges for us and in our names, to make, ſeal and deliver, and alſo for us and in our names, and to the uſe of the ſaid R. E. G. M. and H. L. to collect, gather, receive and take all ſuch

rents, duties, heriots, arrerages of rents and profits of Courts as are already, or ſhall be due or payable, for, out of, or concerning the premiſſes, or any of them, giving and granting unto our ſaid Attorneys, and to either of them, our full power or lawful authority in, touching and concerning the premiſſes, to do, execute, proceed and finiſh in all things, in as large and ample manner and form, as we the ſaid R. E. W. M. and H. L. or any of us, might or ought to do, if we or any of us were then preſent, and ratifying and allowing whatſoever our ſaid Attorneys, or either of them ſhall do in the premiſſes, or any of them, according to the intent of theſe preſents. In witneſs, &c.

A Letter of Attorney of a Bond, for performance of Covenants of an Indenture of Leaſe.

TO all, &c. I J. K. of, &c. ſend greeting: Whereas J. B. of, &c. M. A. of, &c. by their Obligation bearing date the &c. are and ſtand bound unto me the ſaid J. K. in the ſum of, &c. with condition thereupon endorſed, for the true performance of the Covenants, Rents and payments, mentioned and contained in and by one pair of Indentures of Leaſe, bearing date the day of the date of the ſaid obligation, made between the ſaid J. K. of the one part, and the ſaid L. B. of the other part, as the ſame obligation and condition may appear. Now know ye, That I the ſaid J. K. for divers good cauſes and conſiderations me hereunto eſpecially moving, have given, granted, aſſigned and ſet over, and by theſe preſents do give, grant, aſſign and ſet over unto J. C. of, &c. his executorss, adminiſtrators and aſſigns, as well the ſaid recited Obligation and ſums of money therein contained, as all my right, action and demand in and to the ſame, giving, and by theſe preſents granting unto the ſaid J. C. his executors, adminiſtrators and aſſigns full power and authority, from time to time, and at all and every time and times hereafter, from and after breach made, and non-performance of the Covenants, Grants, Articles, payments or agreements, which on the part and behalf of the ſaid L. B. are or ought to be obſerved, performed, fulfilled, paid and kept, mentioned and contained in and by the ſaid Indenture of Leaſe, for me and in my name, nevertheleſs to the only uſe and behoof of the ſaid J. C. his executors, adminiſtrators and aſſigns, to ſue, arreſt, implead and impriſon, and at his and their will and pleaſure, out of priſon again to deliver and releaſe the ſaid J. B. and

M. A.

M. A and either of them, their, and either of their executors, administrators and assigns, for the breach or non performance of any the Covenants, and all and every sum and sums of money recovered upon or by reason of the said recited obligation, to detain and keep to the only proper use and behoof of the said J. C. his executors, administrators and assigns, without any account therefore to be rendred, or for any part thereof, and I, &c. shall and will ratifie, allow and maintain all and whatsoever the said I. C. his executors or assigns shall do or cause to be done in or about the premisses; and I the said J. K. for me, my executors and administrators, do covenant, promise and grant to and with the said J. C. his executors, administrators or assigns, by these presents, that neither I the said J. K. my executors or administrators, have released the said Obligation, or any sum of money therein contained, nor shall or will acquit, release, or otherwise discharge the same, or any the Obligers therein mentioned, their executors, administrators, or either of them, without the special license, consent and agreement of the said I. C. his executors or assigns, in that behalf first had and obtained. In witness, &c.

A Letter of Attorney to receive Rent when it shall grow due.

BE it known unto all men by these presents, That I T. B. of, &c. for divers good causes and considerations me moving, have made, constituted and appointed, and by these presents do make, ordain, constitute and appoint R. R. of, &c. my true, sufficient and lawful Attorney and Assign, for me, and in my name, nevertheless to the only use and behoof of the said R. R. to demand, collect and receive of W. R. A. H. and I. D. all that sum of, &c. and of W. T. all that sum of, &c. which said sum of, &c. will be due and payable unto me the said T. B for one half years rent at, &c. next ensuing the date of these presents, for lands by them holden of me, lying and being in M. aforesaid, giving, and by these presents granting unto my said Attorney, full power and authority, for me and in my name to take and receive the said sums of, &c. due to me, as aforesaid, and the same so had and received, to detain and keep to his own proper use, without any accompt therefore to be rendred unto the said T. B. my heirs or assigns, and also upon the receipt thereof, to deliver unto them an acquittance in my name, testifying the receipt thereof; and I shall and will ratifie, allow and confirm all, and whatsoever my

said

ſaid Attorney ſhall do or cauſe to be done, in or about the premiſſes, by theſe preſents. In witneſs whereof, &c.

A Letter of Attorney to take poſſeſſion of a Meſſuage, &c. from the Sheriff taken upon an Extent.

TO all, &c. I Sir T. B. of, &c. ſend greeting: Know ye, that I the ſaid T. B. have made, ordained, conſtituted, authorized and appointed, and by theſe preſents do make, ordain, conſtitute, authorize and appoint T. W. and H. D. of, &c. or either of them, my true and lawful Attorneys or Attorney, joyntly or ſeverally for me and in my name, to take and receive of the now Sheriff of the County of Y. peaceable and quiet poſſeſſion as well of and in one capital Meſſuage, &c. as of and in, &c. all and ſingular which ſaid lands and premiſſes were lately belonging unto J. B. Gent. and which the ſaid now Sheriff hath intended by virtue of a Writ of Extent, to him directed upon a Statute of 200*l.* acknowledged and entred into by the ſaid J. B. unto me the ſaid T. B. giving, and by theſe preſents granting unto my ſaid Attorneys, or either of them, full power and authority, for me and in my name, to do, execute, accompliſh and finiſh all and whatſoever ſhall be needful and neceſſary to be done, in or about the premiſſes by theſe preſents. And I ſhall and will ratifie, allow and confirm all and whatſoever my ſaid Attorneys, or either of them ſhall do or cauſe to be done, in or about the premiſſes by theſe preſents, as if I my ſelf were then and there perſonally preſent. In witneſs, &c.

A Letter of Attorney to receive a Legacy, and the ſame to pay in diſcharge of a Bond.

TO all, &c. I R. F. of, &c. ſend greeting. Whereas R. B. and R. M. of, &c. together with me, &c. by one Obligation, &c. (general words of the recital of the Bond) now know ye that I the ſaid R. D. for the indemnity and ſaving harmleſs of the ſaid R. B. and R. M. and either of them, their and either of their executors, adminiſtrators and aſſigns, of and from the payment of the ſaid ſum of, &c. unto the ſaid T. G. his executors, adminiſtrators and aſſigns, on the ſaid, &c. next coming, and at the place of payment aforeſaid, have made, ordained, conſtituted, authorized and appointed, and by theſe preſents do make, ordain, conſtitute, authorize and appoint, the

ſaid

ſaid W. M. his executors, adminiſtrators and aſſigns, my true and lawful Attorney for me and in my name, or names of me the ſaid R. B. my executors, adminiſtrators and aſſigns, to demand, ask, levy, recover, and receive of M. B. of, &c. J. T. of, &c. and G. J. of, &c. or any of them, their or any of their executors, adminiſtrators or aſſigns, the full ſum of, &c. parcel of ſuch ſum of money as is or ſhall be due and payable unto me, as a legacy given unto me, in and by the laſt Will and Teſtament of W. B. my Father, late of, &c. Eſquire, deceaſed, and upon the receipt of the ſaid ſum of, &c. to give and to deliver unto them the ſaid &c or ſome or one of them, their executors or aſſigns, one acquittance bearing date the day of the date thereof, made, ſealed and delivered by me to their uſe, teſtifying the receipt thereof, and the ſaid ſum of, &c. had and received, as aforeſaid, thereout to ſatisfie and pay unto the ſaid T. C. his executors, adminiſtrators and aſſigns, the ſaid ſum of, &c. on the ſaid, &c. in diſcharge of the recited Obligation, and the remainder of the ſame to detain and keep to the only uſe and behoof of me the ſaid R. B. my executors, adminiſtrators and aſſigns, and thereof be accomptable, giving and by theſe preſents granting unto the ſaid R. M. his executors, adminiſtrators and aſſigns, full power and lawful authority, for me and in my name, ſtead and place, to do or cauſe to be done, all and every ſuch act and acts, thing and things, as he or they ſhall think meet or requiſite to be done concerning the premiſſes by theſe preſents, as if I my ſelf were then and there perſonally preſent. And I ſhall and will ratifie, allow and maintain all and whatſoever the ſaid R. M. his executors or aſſigns, ſhall lawfully do or cauſe to be done in or about the premiſſes by theſe preſents. In witneſs, &c.

A Letter of Attorney to make Leaſes of Lands, and to make ſale of Woods and Goods, and to make a Grant of a Stewardſhip during pleaſure.

TO all, &c. E. M. of, &c. and wife of me the ſaid E. Daughter and heir of, &c. and ſole Executrix of the laſt Will and Teſtament of T. S. Eſquire deceaſed, ſend greeting in our Lord God everlaſting. Know ye, that we the ſaid E. and M. for divers good and reaſonable cauſes and conſiderations us eſpecially moving, have given and granted, and by theſe preſents do give and grant unto our very truſty and well-beloved friend, J. T. of, &c. the office of the

Steward-

Stewardſhip of all thoſe our Mannors, Lordſhips, Lands, Tenements and Hereditaments, within the Counties of, &c. late the Lands and Tenements of the ſaid T.S. and him the ſaid J. T. Steward of the ſaid Mannors, Lands and Tenements, do by theſe preſents nominate, appoint, make, create and conſtitute, to have, exerciſe, uſe and hold, the ſaid office, with the appurtenances unto the ſaid J. T. for and during our will and pleaſure; and we do by theſe preſents further give and grant unto the ſaid J. T. full power, liberty, licence and authority, for us and in our names, not only to demiſe, grant, let and to ſet out by Copy or Court-Roll, according to the cuſtoms of the ſaid Mannors reſpectively to ſuch perſon or perſons, in fee-ſimple, fee-tail or term of life, lives or years, and for ſuch fines, rents, and ſervices, as to the ſaid J. T. ſhall be thought meet and convenient, all ſuch copyhold and cuſtomary lands of the ſaid Mannors, or any part or parcel thereof, which now are demiſeable or grantable, or lawfully may be demiſed, granted or let out within the ſaid Mannors, or any of them; but alſo to do, perform, execute, uſe and accompliſh all and every other acts, things, demiſe or matter, which any Steward or Stewards of the premiſſes, or any of them, at any time heretofore might or could do, or which we may or can in any wiſe licence or authorize the ſaid J. D. or give commiſſion or power unto him, to do, execute, perform or undergo; And furthermore we the ſaid E. and M. for divers good conſiderations, and upon mature advice and deliberation, have given and granted, and by theſe preſents do give and grant unto the ſaid J. T. and our truſty ſervants, J. E. and C.B. or to two of them, whereof the ſaid J. T. to be one, full power, liberty, licence and authority, for us and in our names by writing indented, or otherwiſe, to demiſe, grant, let and to ſet out, for life, lives or years, all and ſingular the ſaid lands, tenements and hereditaments. or any part or parcel thereof, to ſuch perſon or perſons, and for ſuch ſum and ſums of money, and for ſuch rents and ſervices, and with and under ſuch Covenants, Conditions, Limitations, Articles and Agreements, in ſuch manner, order, form and ſort, as to the diſcretion of them the ſaid J. T. J. E. and C.B. or two of them, whereof the ſaid J. T. to be one, ſhall ſeem meet and convenient; and alſo to grant, bargain and ſell the woods trees and under-woods of the premiſſes, and every or any part and parcel thereof, and to grant, bargain and ſell all ſuch goods, chattels and ſubſtance, which we or either

of

of us have, or ought by any means or title to have within the ſaid Counties, to ſuch perſon or perſons, and for ſuch ſum and ſums of money, and in ſuch manner and form as to the ſaid J. T. J. E. and C. B. or two of them, whereof the ſaid J. T. to be one, ſhall be thought good and reaſonable. And moreover we the ſaid F. and M. have named, appointed, ordained and conſtituted the ſaid J. T. or two of them, whereof the ſaid J. T. to be one, our true and lawful Attorneys, to ask, demand, recover, levy, receive, and gather in our names and to our uſe, not only all ſuch rents, and arrerages of rents, debts, duties and ſervices, that by any means, degree or ſort, are due and payable unto us, or either of us; or that we ought or ſhould have of any perſon or perſons within the ſaid Counties, and in our names, or in the name of either of us as the caſe ſhall require, to ſue, arreſt and implead ſuch of the ſaid perſons, as will not make payment of the ſaid rents, ſervices, debts and duties, and of every of them, and to ſue execution upon any condemnation in that behalf, and alſo in our and either of our names, to make, ſeal and deliver releaſes, acquittances, or other diſcharges, of or for the ſaid rents, debts, duties and ſervices, in every or any of them, to any perſon or perſons, in ſuch manner, ſort and form, as to the ſaid J. T, &c. or to two of them, whereof &c. ſhall be thought meet and convenient, and whatſoever the ſaid J. T. ſhall do in, &c. for or touching the demiſing, granting or ſetting out of the ſaid copyhold or cuſtomary Lands, as a Steward of the premiſſes aforeſaid, and whatſoever the ſaid J. T. &c. or any two of them, whereof, &c. to be one, ſhall do, uſe or cauſe to be done, in, for or touching any other thing or matter before mentioned, we do by theſe preſents grant and promiſe, for us, our heirs, executors or adminiſtrators, to eſtabliſh, ratifie, confirm, ſtand to, allow, avow, as fully and as perfectly to all intents, conſtructions and purpoſes, as though the ſame were done by us our ſelves actually in our proper perſons. In witneſs, &c.

A Warrant for an Attorney to confeſs a Judgment, in caſe ſatisfaction be not made by a certain day.

MAſter *Barnet*, Whereas I E. F. Eſquire, together with C. D. &c. am and ſtand bound by Obligation in the ſum and penalty of, &c. conditioned for payment of, &c. at a certain day long ſince paſt, if in caſe

I the ſaid E. F. my, &c. do not well and truly ſatisfie and pay, or cauſe to be paid unto the ſaid G. B. his, &c. all ſuch ſum or ſums of money as ſhall be due to him upon the ſaid laſt recited Obligation, on or before the, &c. next enſuing the date hereof, then the ſaid E. F. do hereby give warrant and authority, unto you the ſaid R. B. or any other of the Attorneys of the Court of the Kings Bench at *Weſtminſter* to appear for me in the ſaid Court of the Kings Bench at *Weſtminſter*, unto an action or ſuit there to be brought or commenced againſt me the ſaid E. F. by the ſaid G. B. his, &c. upon the ſaid Obligation, and to acknowledge and confeſs a Judgement upon the ſame Obligation in *Michaelmaſs* Term next enſuing the date hereof; and this ſhall be your ſufficient Warrant for the ſame. In witneſs, &c.

To T. S. and R. B. Attornys in the Court at the Kings Bench at Weſtminſter, *joyntly and ſeverally, and to any other Attorney of the ſaid Court.*

WHereas I A. B. of, &c: do ſtand bounden by Obligation, bearing date the day of the date hereof, unto C. D. &c. in the ſum of, &c. conditioned for the payment of, &c. on the, &c. next enſuing, &c. as by the ſame, &c. Now I do hereby authorize the ſaid Attorneys or either of them, to appear for me, and to accept and take a Declaration on the ſaid Obligation, and to plead *non ſum informatus* to the ſame. And I do agree, that if the ſaid, &c. be not paid according to the tenor of the condition of the ſaid, &c. then judgement is to be entred, then as now for the ſaid &c. and I do alſo hereby releaſe unto the ſaid C. D. all errour and errours touching the ſaid Judgment and proceeding thereupon to be had. And I will not releaſe or revoke the authority and power hereby given to my ſaid Attorney. In witneſs, &c.

A Releaſe of an Extent by an Adminiſtratrix.

REceived by me *Grace H.* Widow, adminiſtratrix as well of the goods and chattels of *William Blithe* Gent. as of E. T. Spinſter, deceaſed, the ſum of, &c. being the conſideration money which the ſaid H. H. payeth to me for the vacuating and diſcharging of an Extent upon a Statute of, &c. heretofore acknowledged and entred into by J. D. Gent. unto the ſaid W. S. and alſo

for the buying in and compounding of the ſaid Extent, by virtue or colour of the ſaid Statute, and alſo for all my intereſt and demand in the ſame Statute and Extent, of which ſaid ſum of, &c. I do hereby acknowledg the receipt, and by theſe preſents do for me, my executors and adminiſtrators, remiſe, releaſe, and for ever quit-claim unto the ſaid J. D. the ſaid Statute and Extent, or all manner of Proceſs or proceeding whatſoever, occaſioned by reaſon of the ſaid Extent. In witneſs, &c.

A Releaſe of a Bond, it being loſt.

TO all Chriſtian people, &c. I *M. Longton* of, &c. ſend greeting, &c. Whereas R. L. S. L. and T. W. by their Obligation, bearing date (recite the Bond) as by the ſame Obligation appeareth; and foraſmuch as the ſaid ſum of, &c. together with all ſuch ſum and ſums of money as are due for the intereſt and forbearance, are and is well and truly ſatisfied and paid unto me the ſaid M. L. in full diſcharge of the ſaid recited Obligation, which ſaid Obligation is loſt and cannot be found: Now know all men by theſe preſents, that I the ſaid M. M. have remiſed, releaſed, and quit-claimed, and do hereby for me, my executors and adminiſtrators, remiſe, releaſe, and for ever quit-claim unto the ſaid R. L. S. L. and T. W. and every of them, their and every of their executors, adminiſtrators and aſſigns, and every of them, as well the recited Obligation, and all ſuch ſums of money as are therein mentioned, to be due and payable unto me the ſaid M. L. my executors, adminiſtrators or aſſigns, as alſo all and all manner of actions and ſuits, cauſe and cauſes of actions and ſuits, accompts, debts, reckonings, ſum and ſums of money, Judgments, Executions and Demands whatſoever, which I the ſaid M. L. ever had, now have, or that I, my executors, adminiſtrators or aſſigns, or any of us in time to come, can or may have to, for or againſt the ſaid R. L. S. L. and T. W. or any of them, their or any of their executors, adminiſtrators or aſſigns, for or by reaſon of the ſaid recited Obligation: or any other matter, cauſe or thing whatſoever, concerning the premiſſes, from the beginning of the world until the day of the date hereof. And I the ſaid M. L. do for me, my executors adminiſtrators or aſſigns, covenant, promiſe and agree, to and with the ſaid R. L. S. L. and T. W. and every of them ſeverally, their and every of their ſeveral, &c. and to and with every of them by theſe preſents, that

if

If I the ſaid M. L. my executors or aſſigns, or any of us at any time or times hereafter, do find, or can have or obtain the ſaid recited Obligation, being loſt as aforeſaid, then I the ſaid M. L. my executors, adminiſtrators or aſſigns, or ſome of us, ſhall and will within two months next after the ſaid Obligation ſhall be found as aforeſaid, deliver and reſtore, or cauſe to be delivered and reſtored the ſaid Obligation unto the hands of them the ſaid R. L. S. L. and T. W. or ſome or one of them, their, &c. or ſome of them. In witneſs, &c.

A Releaſe of all Legacies and demande given and bequeathed by ones laſt will and Teſtament.

KNow all men by theſe preſents, that I E. T. of, &c. Widow, have remiſed, releaſed and quit-claimed, and by theſe preſents do for me, my executors and adminiſtrators, remiſe, releaſe, and for ever quit-claim unto I. B. Gent. and H. H. Citizen, &c. executors, &c. and either of them, their executors, adminiſtrators, aſſigns, of and from all legacies, gifts, bequeſts, ſum and ſums of money and demands whatſoever, bequeathed and given unto me the ſaid E. T. in and by the laſt Will and Teſtament of R. T. &c. deceaſed, and of and from all manner of actions, and ſuits, cauſe or cauſes, or actions and ſuits, ſum and ſums of money, debts, duties, reckonings, accompts and demands whatſoever, which I the ſaid J. T. ever had, now have, or that I, my executors or adminiſtrators, can or may at any time or times hereafter, have, challenge or demand againſt the ſaid J. B. and H. H. or either of them their and either of their executors, adminiſtrators or aſſigns, for or by reaſon of any matter, cauſe or thing whatſoever, from the beginning of the World, until the day of the date hereof. In witneſs, &c.

To I. K. of, &c. one of the Attorneys, &c.

I A. B. do hereby deſire you, and do give you full power, licence and authority to appear for me, and for, &c. in the ſaid Court, as of this laſt M. Term in an action of debt, for, &c. at the ſuit of, &c. upon an Obligation conditioned for the payment of, &c. in which ſaid Obligation I ſtand bound as principal: And this ſhall be your ſufficient Warrant in that behalf. In witneſs, &c.

A Warrant to acknowledge ſatisfaction.

WHereas there is one Judgment depending in the Court of Common Pleas at *weſtminſter*, of *Trinity* Term in the, &c. againſt I. F. of, &c. Eſq; for 500 *l.* debt, beſides the coſts of ſuit for Sir H. H. Knight, as by the Records of the ſaid Court more at large may appear. Theſe are therefore to Authorize, and give full power to you and either of you, to acknowledge ſatisfaction upon the ſaid Judgment, and for your ſo doing, this ſhall be your ſufficient warrant irrevocable. Witneſs, &c.

To R. P. and R. S. or any other Attorney of the Court of Common-Pleas at *weſtminſter*.

A Condition for the truth of a Merchants Apprentice, and that he ſhall give juſt accompts or demands, and pay what he ſhall fall ſhort in.

THe Condition, &c. That whereas the within named H. S. at the inſtance and requeſt of the within bound Sir. S. A. hath accepted and taken T. A. Son of the ſaid S. A. to be the Apprentice of him the ſaid H. S. for the Term of, &c. to be commenced from the day of the date within written, as in and by the ſaid Indenture, &c. If therefore the ſaid T. A. his executors and adminiſtrators, do from time to time hereafter, upon every reaſonable requeſt in that behalf to him or them to be made by the ſaid H. S. his executors, adminiſtrators, ſervants, factors or aſſigns, or any of them, yield, make and deliver up juſt and true accompt and accompts, and duly diſcharge him and themſelves unto the ſaid H. S. his executors, adminiſtrators or aſſigns, of, for, from and concerning all, &c. ſuch wares, goods, moneys, merchantdizes, ſpecialties, bills of debt, and other things which ſhall be committed, or come to the hands, charge, poſſeſſion or diſpoſition of the ſaid T. A. by reaſon or means of his ſaid ſervice, either in the parts beyond the ſeas, or on this ſide: And in caſe it ſhall happen or fortune that he the ſaid T. A. at any time or times during the ſaid term, to imbeazle, ſteal, purloin, miſpend, or unlawfully to detain, conſume or make away any of the moneys, wares, goods, merchandizes, commodities, ſpecialties, bills of debt, and other things, which do or ſhall belong or appertain to the ſaid

H. S. or any his partner or partners, his or their, or any of their executors or administrators, or to any other person or persons, wherewith he or they, or any of them, are or shall be in any wise charged or chargeable, if then and so often the said Sir H. S. his heirs, executors, administrators or assigns, or any of them, from time to time hereafter, always within two months next after notice and knowledge in that behalf, in writing to him, them or any of them, to be made or given, by the said H. S. his executors, administrators or assigns, do well and truly make, or cause to be made unto the said H. S. his executors, administrators or assigns, at or in, &c. sufficient recompence and satisfaction, in good and lawful, &c. for all such goods, wares, moneys, merchandizes, specialties, bills of debts, and other things, which upon any accompt or otherwise shall truly appear to be found to have been by the said T. A. so imbezled, stoln, purloined, mis-spent, or unlawfully consumed, detained or lost, as aforesaid: And further, if the said T. A. do not at any time or times hereafter, during the said Term, unlawfully depart or absent himself out of, or from the service of the said H. S. his master, without his licence and consent in that behalf first had and obtained, nor do at any time or times hereafter, merchandize or trade for himself, or undertake to do any business or businesses, in the trade or merchandizing, for any person or persons, nor accept or pay any bills of, or give bill or credit for any person or persons, unless it be by and with the like consent or licence of the said H. S. his executors or administrators in that behalf first had and obtained in writing, that then, &c.

A Lease of a warren of Coneys.

THis Indenture made, &c. between A. B of, &c. of the one part, and C. D. of, &c. of the other party, witnesseth, that the said H B. for, &c. hath demised, granted and to farm-letten, and by these presents doth, &c. unto the said C. D. his, &c. in the C. of K. and all the Coneys, in the said ground being, with the encrease, gains, profit and advantage, from time to time, arising, coming, growing, and renewing of the said Coneys in the said ground being, and to the same ground belonging, there to hunt, hey, ferret and pitch nets, or otherwise to use, for the most benefit and advantage of the said A. B. and his assigns, that he can or may devise, in large, ample and beneficial manner and form as the said A. B. or any other person or persons heretofore have had, held, used, occupied or enjoyed

the

the ſame, To have and to hold the ſaid ground and game of Coneys, in the ſame being, and to the ſame belonging, with all the gain, profits and advantages to the ſame belonging, and renewing as aforeſaid unto the ſaid C. D. his executors and aſſigns, from the, &c. yielding, &c. A covenant on the tenants part, to do reparations on the Warren-houſe, and on the fences, ditches, hedges, and mounds, And at the end, &c. to leave the Berry and Coney-clappers ſufficiently covered with thorn, and alſo the ſame ground and Berry of Coneys ſufficiently repleniſhed and ſtored with Coneys, Covenants for enjoyning, &c.

A Licence to hawk, hunt and fiſh.

TO all Chriſtian people, &c. I Dame O. S. &c. ſend greeting. Know ye, that I the ſaid O. Lady S. for divers good cauſes and conſiderations me hereunto eſpecially moving, have given and granted, and by theſe preſents do give and grant unto Sir T. L. of, &c. Knight, and his Aſſigns, full, free and abſolute power, liberty, licence and authority to hawk, hunt, fiſh and fowl, from time to time, and at all times hereafter, at the will and pleaſure of him the ſaid Sir T. L. and his aſſigns, for and during the natural life of me the ſaid O. Lady S. in, upon and within the Mannor or Lordſhip of M. *ſuper* S. in the ſaid County, and in and upon all the lands and grounds thereof, and within the bounds and precincts, limits and circuits of the ſame in as full, free, ample and beneficial manner and form, as I my ſelf might or could do, in all and every reſpect or degree whatſoever or howſoever, and without any manner of let, denial or contradiction, or interruption of me the ſaid O. Lady S. or of any other perſon or perſons whatſoever, in, by or through any act, means, conſent, privity of concurment. And I the ſaid O. Lady S. do covenant, promiſe, grant and agree to and with the ſaid Sir T. L. and his aſſigns by theſe preſents, that it ſhall and may be lawful, to and for the ſaid Sir T. L. and his aſſigns from time to time, and at all times hereafter, during my natural life, as occaſion ſhall be offered, to have and take as well all, and every the nets, and other engines and inſtruments of what kind ſoever, as alſo all the Dogs and Spaniels of whatſoever ſort or kind, of all or any perſons whatſoever, that ſhall at any time or times hereafter hawk, hunt, fiſh or fowl within or upon the ſaid Lordſhip

or Mannor of M. *super* S. or within or upon any part or parcel thereof, without the licence or conſent of the ſaid Sir T. L. or his aſſigns, or ſome of them, thereunto firſt had and obtained, he the ſaid Sir T. L. or his aſſigns, delivering or cauſing to be delivered unto the Bailiff or Steward for the time being, of me the ſaid O. Lady S. of the ſaid Mannor or Lordſhip of M. *ſuper* S. the aforeſaid nets, engines, inſtruments and dogs, ſo to be taken as aforeſaid, to be uſed, beſtowed and imployed, to and for the uſe and behoof of me the ſaid O. Lady S. in ſuch manner and form as I the ſaid Lady S. or my aſſigns, ſhall think fit. In witneſs, &c.

A Leaſe of Cole-mines.

THis Indenture made the, &c. between I. L. of, &c. and A. B. of, &c. witneſſeth, That the ſaid I. L. for and in conſideration of, &c. hath demiſed, granted, and to farm-letten, and by theſe preſents doth, &c. unto the ſaid A. B. all and all manner of mines, pits and veines of Cole now open and known, or that may be found out by digging, ſinking or otherwiſe howſoever, lying or being in certain lands, called or known by the name of, &c. within the Mannor of, &c. with free liberty to and for the ſaid A. B. his executors and aſſigns from time to time, and at all times during the term hereafter mentioned; to dig, ſearch, ſink, trench, and mine, in and upon the ſaid lands called W. and every part and parcel thereof at his and their wills and pleaſure, for the ſearching out, having and taking up of Coals, and the ſame ſo trenched, digged and found, to take and carry away from time to time, and at all times during the term by theſe preſents demiſed, except and always reſerved, unto the ſaid I. L. his heirs and aſſigns, all and all manner of quarries heretofore demiſed, by the ſaid I L. to C. D. of, &c. To have and to hold the ſaid mines and pits of Coles, with free liberty of digging, trenching, ſearching and carrying away the ſame; with all and ſingular other the premiſes, except before excepted unto the ſaid A. B. his executors, adminiſtrators and aſſigns, from the Feaſt of, &c. unto, &c. yielding, &c. and if it happen the ſaid yearly rent of, &c. be behind, &c. and the ſaid A. B. for himſelf, &c. covenanteth, &c. that he the ſaid A. B. his executors, adminiſtrators or aſſigns, at his and their own proper coſts and charges, ſhall and will from time to time, and at all times hereafter, during the ſaid term of, &c. ſo long as any ſuch mine or pit ſhall be digged or trenched, for ſearching out of Coles, as afore-

aforesaid, fill up the said mine or pit with meaner earth, and then level the same in such sort again, as the same may not be to the annoyance of the occupiers of the said lands, called W. or any of them. In witness, &c.

A Letter of License.

TO all Christian people, to whom these presents shall come: We A. B. of *London* Alderman, R. L. I. D and I. P. Merchants, &c. send greeting in our Lord God everlasting. Whereas I. C. Citizen and Vintner of *London*, (for and by reason of the commerce, divers contracts, agreements and other causes between him and us the abovenamed persons, passed and had) standeth, and is severally indebted unto the said A. B. R. L. I. D. and I. P. and others, in divers and sundry great sums of money, as by several Obligations and Writings under his hand and seal unto us severally made, and otherwise it doth and may appear. Now know ye, that we the said A. B. R. L. I. D. and I. P. and the rest, for divers and many good and charitable causes and considerations us especially moving, have given and granted, and by these presents do give and grant, full license and liberty unto the said I. C. quietly and freely to go about, attend and negotiate, as well his own private affairs, business and causes, as also all other matters and things whatsoever he hath, or shall have or do for any other person or persons whatsoever, as well within the City of *London*, as within all other the, &c. at all and every time and times from henceforth, for and during the space of, &c. to begin at the Feast of, &c. next ensuing the date hereof, without any manner of let, disturbance, molestation, stay, arrest, attachment or suit of his person, or of his Goods, Chattels, Money, Merchandizes, or of any other Commodities or Apurtenances whatsoever, by us the said, &c. or any of us, or by the executors or administrators of any of us on this side, or within the said space, time or liberty of, &c. and we the said, &c. are not only contented and agreed to give and grant by this our present license and respite to the said I. C. for the payment of his said debts, but also every one of us, for his part, do by these presents freely and clearly release, remit, quitclaim and forgive unto the said I. C. all and every such sum and sums of money, as he the said I. C. at this present doth severally owe unto us, in case any of us, at any time or times during and within the said space of, &c. as aforesaid, shall do,

move, procure, practice by, or attempt, or cauſe to be by any ways or means, any manner of act and acts, thing or things to be done, moved, procured, practiſed or attempted againſt the ſaid J. C. or his goods, chattels, money, merchandizes, or any other of his things whatſoever, contrary to the purport, true meaning, tenor and effect of this our preſent licence and grant. And further, our meaning and intent is, that after the ſaid &c. ſhall be fully, &c. expired, we do by theſe preſents give and grant licenſe to the ſaid J. C. that if he, his executors, adminiſtrators or aſſigns, do from thenceforth yearly, at the end of every year, for and during the term of, &c. pay or cauſe to be paid unto us the ſaid ſeveral Creditors, or to the ſeveral executors, adminiſtrators or aſſigns of us and every of us, the full fourth part of the debt to us and every of us owing, that then we, nor any of us, nor any other by our or any of our means or procurement, ſhall do any thing, or act againſt the ſaid J. C. or any of his goods, chattels, moneys, merchandizes, or any other of his things whatſoever.

An Indenture upon the chooſing of a Burgeſs to ſerve in Parliament.

THis Indenture, &c. between H. D, &c. High-Sheriff of the County of, &c. of the one part, and H. B. and R. G. &c. Burgeſſes and Burrough-men of the Burrough and Town of, &c. of the other part, witneſſeth, That the ſaid Burgeſſes and Burrough-men, according to the Proclamation made by the ſaid Sheriff for the Election of Burgeſſes in every Burrough or Town within the ſaid County, have the day of the date hereof at A. aforeſaid, Elected, Named and Appointed H. B. and R. G. Eſquires, Burgeſſes of the ſaid Town of A. and they to give their Attendance, Advice and Counſel at the High-Court of Parliament, to be holden at *Weſtminſter*, the, &c. next coming. In witneſs whereof, the ſaid Burgeſſes and Burrough-men to theſe preſent Indentures have put their Seals, and ſubſcribed their Names and Marks, the, &c.

A Teſtimonial for the relief of one that had his Houſe and Goods burnt.

TO all Chriſtian people, &c. Know ye, that we Sir J. T. and T. G. Knights, T. W. E. P. &c. Eſquires, for the ſuccouring and releiving of our poor diſtreſſed brother S. S. of, &c. do by theſe our writings teſtifie, declare and bear witneſs, that on *Friday* the tenth of, &c. the ſaid S. S being at *Wakefield* Market travelling for his livelihood, a ſudden and lamentable fire hapned, which burnt down his dwelling houſe with all his goods therein, and his Barn, wherein was all his corn and hay, to the utter undoing of the ſaid S. his wife and ſmall children. Now for that the ſaid S was an honeſt painful man, and is now brought to ſo great miſery and diſtreſs, that he knoweth not where or how to provide for his wife and children, without the charitable relief of well-diſpoſed Chriſtians; therefore we pray and deſire all charitable and godly-minded perſons, to help, ſuccour and relieve the ſaid S. with their charity towards his livelihood; and in recompence of his loſſes, and in ſo doing they ſhall oblige us to ſhew like charity to any of their neighbours in their diſtreſs and neceſſity. In witneſs, &c.

The beginning of a Demiſe of Copy-hold lands, &c.

THis Indenture, &c. witneſſeth. That whereas at a Court Baron, holden for the Mannor of, &c. on the &c. laſt paſt, the Lord of the ſaid Mannor, by, &c. the Steward did give licenſe to the ſaid J. T. to demiſe and grant the meſſuage, lands and tenements hereafter in theſe preſents mentioned, unto any perſon or perſons for the term of 21 years, from the Feaſt of, &c. then laſt paſt, as by the Rolls of the ſaid Courts appeareth; now the ſaid J. T. in purſuance of the ſaid Licence to him granted as aforeſaid, and for and in conſideration of the ſum of, &c. to him, &c. hath demiſed, granted, and to farm letten, and by theſe preſents, &c. all that Copyhold Meſſuage or Tenement, with the appurtenances, commonly called or known by the name of, &c. ſituate, lying and being in, now or late in the tenure or occupation of, &c. and all, *Prout, in ordinary lands.*

A Releaſe from two joynt Purchaſers to the other two.

TO all to whom theſe preſents ſhall come, Sir T W. of &c. Knight, and T. S. of, &c. Eſquire, ſend greeting. Know ye that the ſaid Sir T. W. and T. S. for good conſiderations them hereunto moving, have remiſed, releaſed, and for ever quit-claimed, and by theſe preſents do for them, and either of them, their and either of their heirs, remiſe, releaſe, and for ever quit-claim unto, &c. their heirs and aſſigns, all the eſtate, right, title, intereſt, claim and demand whatſoever, of them the ſaid Sir T. W. and T. S. of, in and to all that the Mannor and Lordſhip of, &c. with the rights, members and appurtenances thereof, and of, in and unto all and ſingular other the Mannors, Lordſhips, Lands, Tenements and Hereditaments, which in and by one Indenture enrolled in the Chancery, bearing date the, &c. made between the Right honourable, &c. of the one part, and the ſaid, &c on the other part, were granted, bargained, and ſold, or mentioned or intended to be thereby granted, bargained and ſold unto the ſaid, &c. and their heirs, and of, in and unto every part and parcel of them, every or any of them. In witneſs, &c.

A ſale of goods to the Plaintiff levied upon Scire facias *by the Sheriffs Bailiff.*

KNow all men, &c. That I. G. B. Bailiff of the Wapontake of, &c. in the County of, &c. by virtue of the Writ of *Scire facias*, to the Sheriff of the ſaid County directed, have levied of the goods and chattels, &c. the ſum of, &c. part of a debt, due to, &c. and levied by virtue of the Writ aforeſaid to his uſe. In full ſatisfaction of which ſaid ſum of, &c. I do by virtue of the Writ and Warrant to me directed, as aforeſaid, aſſign, ſell and ſet over unto the ſaid &c. all the goods and chattels, in the apprizement hereto annexed, nominated at the rate of, &c. to have, &c the ſaid goods and chattels, to him, his heirs, executors and adminiſtrators, as his own proper goods and chattels, as fully and abſolutely, as I the ſaid G. B. might, could or ought to do by force and virtue of the ſaid Warrant and Apprizement, or otherwiſe howſoever. In witneſs, &c.

A Leaſe of Goods levied by the Sheriff upon Judgment.

THis Indenture made the, &c. between M. F. of, &c. of the one part, and J. F. of, &c. of the other part. Whereas the ſaid *M. F.* did in *Michaelmaſs* Term, in the, &c. by due courſe of Law, obtain and recover one Judgment in the Court of Kings-Bench at *Weſtminſter*, againſt the ſaid J. F. for the ſum of, &c. debt and coſts of ſuit, as by the Records remaining in the ſaid Court, *Rot.* 232. Whereunto relation being had, more at large it doth and may appear; and whereas Sir J. S. Sheriff of the ſaid County of, &c. did on or about the, &c. by virtue of a Writ of *Scire facias* upon the ſaid Judgment to him directed, returnable, &c. levy of the goods and chattels of the ſaid J. F. the ſum of, &c. in part and ſatisfaction of the ſaid Judgment, which goods and chattels were ſold by the ſaid Sheriff or his Deputy unto the ſaid *M. F.* as by a particular Schedule or Indenture hereunto annexed appeareth. Now this Indenture witneſſeth, and it is fully concluded and agreed by and between the ſaid parties to theſe preſents, in regard the ſaid goods and chattels, mentioned in the ſaid Schedule, cannot be preſently ſold for the beſt benefit and advantage of the ſaid *M. F.* that the ſame goods and chattels ſhall remain and continue in the cuſtody and poſſeſſion of the ſaid J. F. for the uſe and behoof of the ſaid *M. F.* his, &c. for and during the ſpace and time of ſix months, next after the date hereof; and if any of the ſaid goods and chattels, mentioned in the ſaid Schedule hereunto annexed, have been already, or hereafter, during the ſaid ſpace of ſix months, ſhall be ſold or diſpoſed of by the ſaid J. F. his executors, adminiſtrators and aſſigns, then he the ſaid J. F. for himſelf, his executors and adminiſtrators, and for every of them, doth by theſe preſents covenant, promiſe, grant and agree, to and with the ſaid *M. F.* his executors, adminiſtrators and aſſigns, to give a true and juſt accompt or accompts, together with the proceed or encreaſe thereof in writing, unto requeſt made, and to pay or cauſe to be paid unto him the ſaid *M. F.* his executors, adminiſtrators or aſſigns, all ſuch ſum or ſums of money, as ſhall be found due upon the ſaid accompt or accompts, ſo to be made or given, and at the end and expiration of the ſaid term, ſhall and will well and truly deliver, or cauſe to be delivered unto the ſaid *M. F.* if the ſaid J. F. his executors, &c. ſhall be thereunto required, the reſidue and remainder *in ſpecie*, with the proceed and

and encreaſe thereof, of all ſuch goods and chattels, mentioned in the ſaid Schedule or Inventory, as ſhall be ſo ſold or undiſpoſed of, the ſaid M. F. his executors, adminiſtrators or aſſigns, allowing in the mean time unto the ſaid J. F. his executors or adminiſtrators, all the benefit and advantage of the wool, milk and work of the cattel, comprized in the ſaid Schedule hereunto annexed, and the uſe of the other goods comprized in the ſaid Schedule or Inventory, for the pains and care of the ſaid J. F. to be taken in and about the ſelling, diſpoſing and keeping of the ſaid goods and chattels, or any of them. In witneſs, &c.

A Leaſe of Lands in Barbadoes.

THis Indenture made, &c. Between R. C. of, &c. and M. S. of, &c. witneſſeth, That the ſaid R. C. for divers good cauſes and conſiderations him hereunto eſpecially moving, hath demiſed, granted, and to farm-letten, and by theſe preſents doth demiſe, grant, and to farm-let unto the ſaid M. S. all that his own ſhare, part and portion of Land, containing in all by eſtimation forty acres of Land, be it more or leſs, ſituate and being in, &c. as the ſame was lately and now is ſeparated and divided from other lands now inhabited by the Engliſh Merchants and Planters, or their aſſigns, and allotted unto the ſaid R. C. for one of his ſhares of his Adventure with the ſaid Company of the ſaid Iſlands, and now are, or late were in the tenure or occupation of R. P. or his aſſigns; and alſo one Acre of Land, being part or parcel of, &c. lying within, &c. likewiſe allotted unto the ſaid R. C. for another ſhare of his Adventure ro the ſaid Iſland, the ſame acre of Land to be meaſured, and ſet out in ſome convenient place of the ſaid ſhare of land, adjoyning upon or near unto the freſh water, together with free ingreſs, egreſs, regreſs, way and paſſage to and for the ſaid M. S. his executors, ſervants and aſſigns by and through, &c. at all convenient times, and by all fitting and convenient ways and paſſes, to fetch water from the ſprings and Rivulets thereunto adjoyning as need ſhall require; To have and to hold the ſaid ſhare of Land, and acres of Land, and all other the above demiſed, or meant, mentioned or intended to be demiſed premiſſes, with their and every of their rights, members and appurtenances unto the ſaid M. S. his, &c. from, &c. for and during the term of, &c. M. S. his, &c yielding and paying therefore yearly, and every year during the ſaid term of, &c. unto the ſaid R. C. his, &c.

the

the moiety or one half part of all the Profits and Gains whatſoever, which ſhall yearly be made or raiſed by, or by means of the digging, ſetting, planting, ſowing, manuring and imploying the ſaid lands and premiſſes above by theſe preſents demiſed or meant, or mentioned to be demiſed, and every or any part thereof, or by any other ways or means whatſoever, the ſame to be yearly and every year, once or oftner, (as ſhipping may conveniently be had) ſent into *England* to and for the uſe of the ſaid C. C. his Heirs and Aſſigns; for and in full ſatisfaction and payment of all manner of Rents whatſoever; and the ſaid M. S. for him, his, &c. doth covenant and grant to and with the ſaid R. C, his, &c. by theſe preſents, in manner and form following, that he the ſaid M. S. ſhall and will once in every year yearly, or oftner, during the ſaid term hereby granted, and as ſhipping may be conveniently had, as aforeſaid, make and ſend unto the ſaid R C. his heirs or aſſigns, a juſt and true account how the ſame lands and premiſes hereby demiſed, have until that time been imployed and uſed, and likewiſe with the ſame account ſhall and will ſend and deliver, or cauſe to be delivered unto, and for the uſe and behoof of the ſaid R. C. his heirs and aſſigns, unto the City of *London*, the ſaid moiety or one half part of all the increaſe, profit and gains above by theſe preſents reſerved, which ſhall happen to be accrued or riſen by the means of the husbanding and employing of the ſaid lands and premiſſes by theſe preſents demiſed, and alſo ſhall and will from time to time ſend and deliver, together with the ſaid rent above reſerved, unto the ſaid R. C. his executors or aſſigns, all the other moiety or half part of all the profits and gains, which ſhall happen to be accruing and ariſing, by means of the ſaid husbanding and imploying of the ſaid lands and premiſſes in ſort, as is aforeſaid, or ſo much thereof over and above the ſaid rent, as ſhall be due and payable by virtue of theſe preſents, until the ſum of, &c. ſhall be fully ſatisfied and paid unto the ſaid R, C. his, &c. which ſum he the ſaid R. C, at and before the enſealing of theſe preſents, did diſburſe and lay out for the furniſhing of the ſaid M. S. with implements, utenſils and other neceſſaries, to be uſed and imployed in and about the manuring, managing and dreſſing of the ſaid lands above-mentioned

to

to be demiſed. And further, that he the ſaid M. S. his executors, adminiſtrators or aſſigns, or ſome of them, ſhall and will from time to time, and at all times hereafter, during the continuance of this demiſe, in good order of husbandry, ſet, ſow, plant and employ the lands and premiſſes hereby demiſed to the beſt advantage, according to the cuſtom of the Country there uſed and to be uſed. And alſo ſhall and will at his and their own proper coſts and charges, erect, build and ſet up in good order of workmanſhip, one convenient houſe, upon ſome moſt commodious place of the premiſſes. And further, that he the ſaid N. S. his, &c. ſhall not and will not at any time or times hereafter, during the continuance of this preſent Leaſe, demiſe or grant the premiſſes to any perſon or perſons whatſoever, for and during the term hereby granted, or any part thereof, without the licence of, &c. or make any wilful waſte or ſpoil upon any the Cedar or Timber-trees now ſtanding, growing or being, or which at any time hereafter ſhall ſtand, grow, or be upon the premiſſes, or any part thereof, other than for their neceſſary uſe. Covenant for reparations, and for quiet enjoying, &c. Provided always, that if it ſhould happen the ſaid yearly rent to be behind, &c. or if default ſhall be made of or in the performance of any the covenants, grants, articles, payments and agreements herein contained on the parts, &c. that then and from thenceforth it ſhall and may be lawful, &c. In witneſs, &c.

A Leaſe from a Company.

THis Indenture made, &c. between, &c. witneſſeth, That the ſaid Maſter and four Wardens, by and with the aſſent and agreement of the more part of the moſt ancient and diſcreet perſons of the ſaid Fraternity, their Aſſiſtants, as well for and in conſideration of the ſum of, &c. have demiſed, &c. all that their Meſſuage, &c. To have and to hold, &c. yielding, &c. A Covenant for reparations, for emptying the ſedges, widraughts and privies, to leave it in good repair, with all doors, locks, keys, bolts and glaſs-windows, wainſcots, partitions, and ſuch like as ſhall be fixed, faſtned and ſet within or about the premiſſes, and are not removeable by the cuſtom of the City of *London*, without defacing, ſpoiling or deſtroying the ſame; and that it ſhall and may be lawful to and for the ſaid Maſter, &c. their Rent-gatherer, officers and aſſigns, to enter and come into and upon the premiſſes, there to view, ſearch and ſee the eſtate of the reparations of the ſame, and of the decays and defaults there found,

ſound, to give or leave warning of the premiſſes aforeſaid, to and for the ſaid L. W. his, &c. to repair and amend all and every the ſaid decays and defaults within the ſpace of, &c. Provided always, that if it ſhall happen the ſaid yearly rent of, &c. or if the ſaid L. W. ſhall grant, aſſign or ſet over his, &c. to any perſon or perſons without the, &c. or if the reparations of the premiſſes, or any part thereof, ſhall not be made and done within the ſpace of, &c. above-limited for the doing of the ſame, that then and from thenceforth in every or any the caſes aforeſaid, this preſent leaſe and term of years ſhall ceaſe, determine and be utterly void, and that then or at any time after, it ſhall and may be lawful to and for the ſaid Maſter and four Wardens of the Fraternity aforeſaid, and their Succeſſors for the time being, and their Rent-gatherer, Officer, or any other certain Attorney in their name, and to their uſe, into the premiſſes above demiſed, with the appurtenances, to re-enter, and the ſame to have again, &c. and the ſaid L. W. and all other occupying, &c. thereof, thereout to expel, &c. In witneſs, &c.

A Leaſe from a Parſon and Church-wardens, with a Covenant for building, &c.

THis Indenture made between G. G. Dr. of Divinity, Parſon and Proprietor of the Pariſh-Church of, &c. J. M. and C. H. Church-Wardens, of the Goods, Works, Rents and Ornaments of the ſaid Pariſh-Church of the one part, and C. L. of, &c. of the other part, witneſſeth, That the ſaid Dean and Chapiter, and Church-Wardens, with the whole aſſent and conſent of the Pariſhioners of the ſaid Pariſh, for divers good Cauſes and Conſiderations them thereunto eſpecially moviug, hereafter in theſe preſents mentioned, *vix.* As well for the new building and erecting of the Tenement which is ruinous and in decay, hereafter in theſe preſents, by them demiſed to the ſame W. as alſo for the increaſe of the yearly Rent of the ſaid Tenement being lately demiſed to, &c. deceaſed, have demiſed, granted, and to farm-letten, &c. unto the ſaid W. N. all that Tenement, with a Garden lying on the backſide thereof, belonging to the Pariſh of, &c. late in the tenure of, &c. ſcituate in, &c. between, &c. which ſaid Tenement and a Garden on the South-part thereof, containeth in length from, &c. eighty four Foot aſſize, and in breadth from the North-corner of, &c. to the, &c. twenty foot of aſſize, and in length, from the Eaſt-ſide of, &c. and from the South corners of, &c. to, &c. nineteen foot and two inches

of

of aſſize, and all rooms, chambers, cellers, ſollers, houſes, Gardens, yards, entries, eaſements, and all other edifices and buildings, with all and ſingular their appurtenances whatſoever to the ſaid tenement and garden belonging, or appertaining, in as large and ample manner as the ſame were demiſed, uſed, and occupied by the ſaid, &c. his aſſigns, or any of them. To have and to hold, &c. yeilding, &c. unto the Churchwardens of the Pariſh for the time being, and to their Succeſſors, to the uſe of the ſaid Church, the ſum of, &c. at the, &c. And whereas the ſaid tenement is at this preſent in utter ruine and decay, and not meet to be inhabited, therefore the ſaid W. N. for the conſideration before mentioned, doth for him, his, &c. covenant and grant to and with the ſaid Churchwardens, and their Succeſſors, Churchwardens of the ſaid Pariſh, by theſe preſents, that he the ſaid W. N. his, &c. ſhall and will for his moſt benefit and commodity, erect and new build the ſaid tenements, with good and well-ſeaſoned timber, within the ſpace of, &c. and the ſame erected and built, ſhall and will ſufficiently repair, maintain and keep, with all manner of reparations in and by all things whatſoever, as often as need ſhall require, during the ſaid term. Covenant for re-entry upon non-payment or non-repairing. Covenant for quiet enjoying. *Et ſimilia.*

A Leaſe from a Town or Corporation to commence at the end of a former, with ſeveral Provtſoes.

THis Indenture made between the Mayor, Bailiffs and Burgeſſes of the Borough and Town of, &c. in, &c. and H T of, &c. witneſſeth, That the ſaid Mayor, Bailiffs and Burgeſſes, by and with one full aſſent, conſent and agreement, as well for and in conſideration of the ſum of, &c. to be paid unto the ſaid Mayor, Bailiffs and Burgeſſes at the commencement of this preſent Leaſe, as alſo for divers, &c. and for and upon the conditions and proviſoes, hereafter in theſe preſents expreſſed, have demiſed, granted, ſet and to farm-letten, and by theſe preſents do, &c. unto the ſaid H. T. all that their Burgage, Meſſuage and Tenement with the appurtenances, ſcituate, lying and being in P. aforeſaid, upon the Eaſt-ſide of a certain Cloſe, there commonly called the, &c late in the tenure of, &c. and alſo all that Shop, &c. & all and ſingular other the Houſes, Edifices, Buildings, Barns, Stables, Shops, Rooms, Lofts, Folds, Courts, Yards, Back-ſides, Cur-

Curtilages, Commons, common of Paſture, and Turbury-ways, Waters, Eaſements, Liberties, Profits, Commodities, Emoluments advantages and appurtenances whatſoever, to the ſaid Meſſuages, Burgage, or Tenement or Shop, or any of them, or any part or parcel thereof belonging, or in any wiſe appertaining, or heretofore, &c. To have and to hold the ſaid, &c. to the ſaid, &c. from and after the end and expiration of one Leaſe heretofore made, &c. of the ſaid premiſſes unto J. T. late Father of the ſaid H. T. for the term of, &c. yielding and paying therefore yearly during the ſaid term, unto the ſaid Bailiffs for the time being, and their Succeſſors, to the uſe of the ſaid Maior, Bailiffs and Burgeſſes, and their Succeſſors, the annual or yearly rent of, &c. at the Feaſt of, &c. only, during the ſaid term, or within, &c. next after the ſame, if it be lawfully demanded, either by publick notice, or otherwiſe, for all manner of rents, boons, duties, ſuits, ſervices and demands whatſoever; and if it ſhall happen the ſaid yearly rent of, &c. that then and from thenceforth it ſhall be lawful to and for the ſaid Maior, Bailiffs and Burgeſſes, theirs, &c. into the ſaid demiſed premiſſes, &c. and the diſtreſs or diſtreſſes, &c. until ſuch time as the ſaid rent, &c. be fully ſatisfied and paid unto the ſaid Maior, Bailiffs, &c. and if no ſufficient diſtreſs may or can be found in and upon the ſaid demiſed premiſes or any part thereof, to ſatisfie the ſaid rent with the arrerages, hereof; or that the ſaid Bailiffs for the time being, be interrupted or hindered to diſtrain for the ſame, that then and from thenceforth, it ſhall and may be lawful to and for the ſaid Maior, Bailiffs and Burgeſſes, their Heirs and Succeſſors, or any of them, into the ſaid demiſed premiſſes, or any of them, with the appurtenances, to re-enter, and the ſame to have again, repoſſeſs and enjoy, as in, &c. this preſent Indenture, or any thing, &c. Covenant for reparations, and to leave it ſo. Proviſo, that in caſe of non-payment of the rent, or if the premiſſes ſhall be aſſigned to any perſon not dwelling or inhabiting within the ſaid Borough or Town, and who is not a free Burgeſs of the ſaid Town, that then & from thenceforth, &c. Provided further, and upon this condition, that if it ſhall happen the ſaid H. T. to dye without iſſue male of his body lawfully to be begotten, before the commencement of theſe preſents, and before the payment of, &c. being the conſideration agreed

reed upon to be paid for the ſame, then if R. T. of, &c. or the iſſue male of his body lawfully begotten, or I. T. or the iſſue male of his body lawfully begotten, do pay to the ſaid Mayor, Bailiffs and Burgeſſes for the time being, their heirs and ſucceſſors, the ſaid ſum of, &c. in manner and form, as aforeſaid, and alſo 20 *l.* to the iſſue female ſurviving of the ſaid H. T. if there be any ſuch then living within one year, then after their or either of their entry, that then and from thenceforth the ſaid R. T. ſhall be intereſſed in theſe preſents, to him and the heirs males of his body lawfully begotten, and for default of ſuch iſſue, to the ſaid I. T. youngeſt brother of the ſaid H. and of the heirs males of his body lawfully begotten, he the ſaid I. T. or his iſſue male paying the ſaid ſum of, &c. to the ſaid Maior, Bailiffs and Burgeſſes, and the ſaid ſum of, &c. to the iſſue female of the ſaid T. H. in ſuch manner and form, as is herein before expreſſed, limited and appointed: And for default of ſuch iſſue, then to the heirs and aſſigns of the ſaid H. during the reſidue of the ſaid term. In witneſs, &c.

A Leaſe for three lives, with a Letter of Attorney to take and give poſſeſſion.

THis Indenture made, &c. between, &c. witneſſeth, That the ſaid, &c. for and in conſideration of, &c. doth demiſe, &c. all that his Meſſuage and Tenement, with the appurtenances, aud all and ſingular ſhops, ſellers, ſollers, chambers, rooms, entries, ways, yards, back-ſides, lights, eaſements, profits and commodities whatſoever, to the ſaid Meſſuage or Tenement belonging or appertaining, or to or with the ſame uſed, occupied or enjoyed, late in the tenor, &c. ſcituate, &c. *Habend.* the ſaid Meſſuage or Tenement, and other the premiſſes, with the appurtenances to the ſaid, &c. and to his aſſigns, for and during his natural life, the remainder thereof to the ſaid F. his wife, and to her aſſigns, for and during the term of her natural life, the remainder thereof after the ſaid ſeveral deaths of H. and F. unto the ſaid S. for and during the term of her natural life: Yielding, &c. during the ſaid term or eſtates, and every or any of them, unto the ſaid I. his heirs or aſſigns, the rent of, &c. at the, &c. by even and equal portions, aud yielding, and paying therefore alſo unto the ſaid I. his, &c. for and upon any alienation, demiſe or grant of the premiſſes, or of the greater part of them, and for and upon any change of Tenant or Tenants of the premiſſes, during the ſaid term or eſtates, or any of them,

th:

the ſum of, &c *(totiès quoties)* for every Change, Alienation or Demiſe, in the name of a Fine for Alienation, the ſame Fine or Fines to be paid to the ſaid, &c. at the Meſſuage or Tenement aforeſaid, within the ſpace of, &c. next enſuing the firſt of the Feaſts aforeſaid, which ſhall next come or happen to be after any ſuch Alienation, &c. of the premiſſes or the greater part thereof. A Covenant that they the ſaid H. P. his wife, and S. their, &c. or ſome of them, ſhall or will at or before the, &c. expend, diſburſe and lay out, in, upon or about the building, repairing, ſtrengthning or bettering of the ſaid Meſſuage or Tenement, with the appurtenances, and other the demiſed premiſſes, the ſum of, &c. at or before the Feaſt of, &c. Provided always, that if it ſhall happen the ſaid yearly Rent of, &c. or the ſaid Fine or Fines that ſhall grow due, &c. at any time during the life of, &c. to be behind and unpaid, in part or in all, by the ſpace of, &c. next after, &c. or if the demiſed premiſſes, or any part thereof, ſhall be in decay or unrepaired by the ſaid ſpace of, &c. next after notice given, that then the eſtate of the ſaid H. for and during his natural life, ſhall ceaſe, determine and be utterly void and of none effect, to all intents and purpoſes; or if at any time after the deceaſe or determination of the ſaid eſtate of the ſaid H. and during the life of the ſaid F. it ſhall happen the ſaid yearly rent of, &c. or at the ſaid fine or fines to be behind and unpaid, &c. by the ſpace of, &c. or that the ſaid demiſed premiſſes ſhall be in decay, or want repairing, &c. by the ſpace of, &c. that then likewiſe the ſaid eſtate of the ſaid F. ſhall ceaſe, determine, &c. and that then and at all times from thenceforth, it ſhall and may be lawful to and for the ſaid I. his, &c. into the ſaid demiſed Premiſſes, with the Appurtenances, and into ever part and parcel thereof to re-enter, and the ſame to have again, repoſſeſs and enjoy, as in his and their former eſtate, and that thereupon this preſent Indenture of Leaſe to be void and of none effect, any thing herein, &c. And laſtly, the ſaid I. P. doth by theſe preſents make, ordain, conſtitute, authorize and appoint, and in his ſtate and place put his truſty and well-beloved Friends P. W. and I. M. to be his true and lawful Attorneys, joyntly or ſeverally for him, and in his ſtead and name, to enter into and upon the ſaid demiſed premiſſes, or into or upon any part or parcel thereof, in the name of the whole, for him, in his name, and to his uſe to take and keep, and after ſuch poſſeſſion ſo had and taken, full and peaceable poſſeſſion and ſeizin of the ſame premiſſes, or of any part or parcel

thereof in the name of the whole, for him, in his ſtead and name, to give and deliver unto the ſaid M. R. F. his now wife, and S. B. or any of them, or to their or any of their certain Attorney or Attorneys, in that behalf authorized, according to the tenor, purport, effect and true meaning of theſe preſents; ratifying, allowing and holding firm, all and whatſoever his ſaid Attorneys joyntly, or either of them ſeverally, ſhall do, or cauſe to be done, in or about the premiſſes, by the tenor of theſe preſents. In witneſs, &c.

A Letter of Attorney to deliver two Leaſes.

TO all to whom, &c. I W. L. of, &c. ſendeth greeting: Whereas the ſaid W. L. hath cauſed two ſeveral Indentures bearing date with theſe preſents, to be drawn and ingroſſed, purporting ſeveral demiſes and grants from the ſaid W. L. unto R. G. of, &c. the one of them purporting a demiſe of all that one Cloſe, &c. (as in the Leaſe is recited) with their appurtenances, now or late in, &c. lying and being in, &c. To have and to hold the ſaid ſeveral Cloſes and premiſſes, and every part and parcel thereof, unto the ſaid R G. his, &c. from the, &c. as in the Leaſe yielding, &c. if demanded, and the other of them purporting a demiſe of all that Meſſuage, or Tenement, with the appurtenances, &c. as in the Leaſe: To which ſeveral Indentures the ſaid W. L. before the enſealing and delivery of theſe preſents, hath put his hand and ſeal. Now know ye, That the ſaid W. L. hath made, ordained, conſtituted, authorized and appointed, and by theſe preſents doth, &c. his truſty and well beloved Friends R. S. &c. his true and lawful Attorneys joyntly and ſeverally, for, and in the name and place of him the ſaid W. to enter and come into and upon the ſaid ſeveral grounds, and all and ſingular other the premiſſes above ſeverally mentioned to be demiſed, or any part or parcel thereof, for, or in the name of the whole, and full and peaceable poſſeſſion and ſeiſin thereof to take and have; and being ſo entred, and thereof, or of any part thereof quietly poſſeſſed, then and there, for and in the name, and as the proper act and deed in the Law of the ſaid W. L. to deliver to the ſaid R. G. or his lawful Attorney or Aſſigns in that behalf, to his proper uſe and behoof, the ſaid ſeveral Indentures, to which the ſaid W. L. hath put his hand and ſeal, as aforeſaid, and alſo to do, ſay, exerciſe, execute, conclude, determine and finiſh, all and every other act and acts, matter and thing whatſoever, which in

and about the delivery of the ſame ſeveral Indentures, or either of them, ſhall be requiſite and expedient to and for his ſaid Attorneys, or either of them, to do by all due and lawful circumſtances ſo fully and effectually in every reſpect, as he the ſaid W. L. might or could do, being perſonally preſent at the doing thereof: Giving and by theſe preſents granting unto the ſaid, &c. the full and whole power, ſtrength and authority of him the ſaid W. L. in the execution of the premiſſes; and ratifying and allowing all and whatſoever the ſaid, &c. or either of them ſhall lawfully do, or cauſe to be done in the execution of the premiſſes, for and in the name of the ſaid W. L. as the proper act and deed of him the ſaid W. L. In witneſs, &c.

An Aſſignment of certain Debts by an Adminiſtratrix to Creditors.

TO all to whom, &c. I E. B. of *London*, Widow, Adminiſtratrix of all and ſingular the goods, chattels, debts and credits which late were R. B. my husbands deceaſed, ſend greeting. Whereas the ſaid R. B. my ſaid late husband, in his life-time ſtood indebted unto, &c. and unto every of them ſeverally, in certain ſeveral ſums of money: Know ye therefore, That I the ſaid E. B. intending as much as in me lieth, to give content and ſatisfaction unto them, and every of them, Have given, granted, bargained, aſſigned and ſet over, and by theſe preſents do fully, clearly and abſolutely, &c. unto the ſaid, &c. and to every of their Executors, Adminiſtrators and Aſſigns, all and every the book-debts, ſpecialties, obligations and writings obligatory, acquittances and receipts named and mentioned in a Schedule, &c. which are due and owing unto me the ſaid E as Adminiſtratrix, as aforeſaid, by one, &c. and one, &c. by what name or names ſoever they be called or known, and by ſuch their Sureties, as in the ſaid obligations or writings obligatory, are named, as in and by the, &c. more plainly, &c. together alſo with all and every ſum and ſums of money, commodity, profit, benefit and advantage, that ſhall or may come, grow, or be had, made, gotten or obtained, of or by the ſaid Book-debts, obligations, and writings obligatory, and every of them, and all my right, title, intereſt, property, claim and demand, of, in and to the ſame and every part thereof. And I the ſaid, &c. for me, my executors and adminiſtrators, do covenant, grant and promiſe, to and with the ſaid, &c. and every of them, their

and every of their, &c. by theſe preſents, That I the ſaid E. E. have not heretofore releaſed, or by any ways or means diſcharged, the ſaid Book-debts, Obligations, Writings Obligatory, Acquittances or Receipts, or any of them, or the ſeveral ſums of Money in them comprized, or any part or parcel thereof; and I the ſaid, &c. my, &c. ſhall not, nor will not at any time or times hereafter releaſe, or by any ways or means diſcharge the ſaid Book-debts, Obligations, Writings Obligatory, &c. or the ſaid ſeveral ſums of Money, in them, or any of them contained, without the conſent of, &c. firſt thereunto had, &c. And that I the ſaid, &c. my, &c. ſhall and will permit and ſuffer the ſaid, &c. joyntly and ſeverally, at their coſts and charges, to commence, purſue and proſecute all and every ſuch lawful actions, ſuits and exeeutions, which ſhall or may in any wiſe be commenced, proſecuted or brought againſt the ſaid, &c. by reaſon of the ſaid Book-debts, &c. and the ſame Actions, &c. ſhall and will avow, juſtifie and maintain, without fraud or guile. And that the ſaid, &c. their &c. ſhall or may quietly have, poſſeſs or enjoy to their own proper Uſe and Uſes, all and every ſuch ſum and ſums of money, executions, and the benefit thereof which ſhall be had, levied, recovered or obtained by reaſon of the ſame, and ſhall have power and authority in the name of me to acquit, releaſe, &c. the ſaid, &c. for, touching, &c. the ſaid Book-debts, &c. In witneſs, &c.

A Letter for Compoſition of half-debts.

TO all whom, &c. we E. E. &c. Citizens, &c. of *London*, Creditors of P. P. &c, ſend greeting: Whereas the ſaid P. P. the Day of the date of theſe preſents, is and ſtandeth juſtly indebted, and doth owe unto us the ſeveral parties above-named, divers and ſeveral ſums of Money. And by reaſon of the many Loſſes, great Hindrances, and other Damages happened unto him, he is utterly unable (as he affirmeth, and as appeareth unto us) to give other ſatisfaction for our ſaid Debts, than by and with ſuch Goods and Wares as are now remaining in his hands, and ſuch Debts, as are now at this preſent owing unto him, which we the ſaid Creditors are unwilling to accept of, or any ways to intermeddle with, but have rather reſolved and made choice to undergo a certain Loſs, and to accept of 10 *s. per l.* or one half of the Debts by him owing unto us, to be duely paid in full ſatisfaction of our ſaid debts,

in manner and form following, *viz.* When and assoon as all and every of us the Creditors above-named, have Subscribed, Sealed, and in due form of Law Delivered in this present Writing to the use of the said P. P. then he the said P. P. his executors, administrators or assigns, shall pay, or cause to be paid unto every of us the said Creditors, our, &c. one fifth part of, &c. after the rate of 10 *s.* in the *l.* by these presents agreed upon to be accepted of, in full satisfaction of our said Debts, and the remainder of our said Debts, after the rate and agreement aforesaid in six parts being divided, to be paid at six several payments half yearly, at such indifferent place and places, as we the said Creditors, and every of us, our, &c. shall nominate and appoint. The first payment whereof to begin and to be made on the, &c. next ensuing the date of these presents. The second payment to be made, &c. Now know ye therefore, That we the said Creditors do covenant and grant, and every of us for his own part, and for his own, &c. doth covenant and grant to and with the said P. P. his, &c. and to and with every of them by these presents, That if the said P. P. his, &c. or any of them, upon the ensealing and delivery of this present Writing, by all and every of us the said Creditors, according to the effect and true meaning of these presents, do and shall well and truly pay, or cause to be paid unto every of us the said Creditors, our and every of our, &c. the said fifth part of our said debts, after the rate of 10 *s. per l.* according to the agreement aforesaid, at the, &c. without any fraud, coven or further delay: And also, if the said P. his &c. for the more sure payment of the residue and remainder of our said debts, after the rate aforesaid, in six parts to be divided, and to be paid at six several payments, at such days, time, place and places; and in such manner and sort as is above limited and expressed, do and shall at and before the, &c. become bound unto us, and every of us, our, &c. in double the sum or sums, in the condition or conditions in the same Obligation or Obligations, or Writings Obligatory to be specified. And further, if the same Obligations and every of them, shall be delivered unto every of us, or the assign or assigns of us, and every of us, at or before the said, &c. at such indifferent place or places, as we the said Creditors, our, &c. shall nominate, that then from and after such payment made of the said first part of our said Debts, after the rate of 10 *s.* in the *l.* and after the same Obligation made and delivered unto us, for the several payments aforesaid, accord-

ing to the limitation, effect, tenor and true meaning of theſe preſents, we the ſaid Creditors, and every of us the Executors, &c. ſhall and will hold our ſelves well contented and ſatisfied, for all ſuch debts as he the ſaid P. P. his, &c. did formerly owe unto us, and every of us, before the enſealing of the ſame obligations, and that then alſo we the ſaid Creditors, and every of us, or the Executors, &c. within fourteen days next after the enſealing and delivery of the ſame obligations unto us and every of us, according to the true meaning of theſe preſents, ſhall and will ſeal, ſubſcribe, and in due form of Law deliver unto the ſaid P. P. his, &c. one general releaſe or other diſcharge of all debts, duties and demands whatſoever by the ſaid P. P. unto us and every of us formerly owing or payable, from the beginning of the world, until ſome few days before the date of the ſame obligation, ſo to be ſealed and delivered unto us, as aforeſaid. Provided always that theſe preſents, nor any agreement, matter or thing herein contained, ſhall be of any force or effect to bind or charge us, or any of us the ſaid Creditors, which have, or ſhall hereunto agree, ſeal and ſubſcribe, before the firſt day of, &c. next coming after the date of theſe preſents. In witneſs, &c.

Another Leteer of Compoſition.

TO all to whom, &c. We A. B. Creditors of, &c. ſend greeting: Whereas the ſaid W. C. and W. I. are and do ſtand joyntly indebted, and do owe unto us the ſaid Creditors divers ſums of money, which as it ſeemeth they are very willing to ſatisfie unto us, and every of us, as they and either of them ſhall be able. Nevertheleſs, we the ſaid Creditors, and every of us who have hereunto ſealed and ſubſcribed (finding and perceiving that they the ſaid W. and W. are much damnified and impoveriſhed by many loſſes and hindrances through Chapmen and otherwiſe, whereby they are diſabled to yield unto us full and plenary ſatisfaction for our ſaid debts) are contented and well pleaſed, and of our free motions do ſeverally and reſpectively agree and bind our ſelves, our heirs, &c. to the ſaid W. and W. by theſe preſents, to accept and take of them the ſaid W. and W. their, &c. after the rate of, &c. in the pound, in full ſatisfaction of all ſuch debts and ſums of money, as they do joyntly owe unto us and every of us reſpectively, the ſame to be paid at four equal payments in four parts to be divided. The firſt payment thereof to be made, and to begin at, &c. (recite all the payments) ſo as the ſaid W. and W. for the

more

more ſure and better payment of the ſeveral ſums aforeſaid, in recompence and ſatisfaction of our and every of our ſaid ſeveral debts, after the rate of, &c. in the pound, as aforeſaid, their Executors or Adminiſtrators, do before the &c. become joyntly bound with ſufficient Sureties unto us, and every of us reſpectively, by obligations in double the penalties in due form of Law to be made, ſealed and delivered unto us and every of us, or to our and every of our uſe and uſes, by the appointment of us and every of us, at ſuch place and places as we and every of us ſhall differently nominate or preſcribe. Provided always, that theſe preſents, nor any thing herein contained, ſhall be of any force or effect, to bind or charge us, or any of us, who have hereunto ſealed and ſubſcribed, unleſs and until all and every the reſidue of us the ſaid Creditors above-named ſhall and do likewiſe ſeal and ſubſcribe theſe preſents, at or before the, &c. next enſuing. In witneſs, &c.

A Letter of Licence and Compoſition for Payment at ſeveral times.

TO all, &c. we Creditors of, &c. ſend greeting; Whereas the ſaid J. M. at this preſent time doth ſtand indebted, and juſtly oweth unto us the ſaid Creditors divers and ſundry ſums of money, which by reaſon of many debts, and ſome of them very great, that are likewiſe juſtly owing him, and cannot be had and recovered without ſome reſpite of time, and ſome of them not without ſuit, he is very much diſabled to make preſent payment unto us the ſaid Creditors, of our whole and juſt Debt, as he ſeemeth willing and deſirous. In conſideration whereof, he inſtantly deſireth and requireth, that we the ſaid Creditors and every of us, will be pleaſed to give and grant unto the ſaid, &c. ſuch liberty and reſpite of time, for the payment and ſatisfaction of our ſeveral Debts, as he thinketh reaſonable, for the obtaining, getting and recovering of his ſaid Debts, *viz.* that we and every of us would be contented to take and accept our ſaid whole Debts, in three equal parts to be divided, and to be paid at three ſeveral payments, in manner and form following, *viz.* the firſt payment thereof to be one equal third part of the ſaid whole debt, and to be made on the &c. the other two third parts thereof reſidue, to be divided into four equal parts, and to be paid at four ſix months then next following, *viz.* on the, &c. one equal part thereof, namely the other two, and one other fourth part thereof, reſidue

on the, &c. in full payment and satisfaction of the said several debts: and for the more sure performance of the said several payments aforesaid, in such manner and form as is above limited and declared, according to the intent and true meaning of these presents, he the said L. M. shall and will at or before the, &c. become bound unto us, and every of us the said Creditors respectively, by one Obligation in due form of Law to be made, with condition including all and every the said payments in such sort as is above limited, at some convenient place or places within the City of *London*, by every of us the said Creditors to be nominated and appointed, and the penalty of every Obligation to be double the whole sum included in the condition of the same to be delivered to us, and every of us, our, &c. at or before the, &c. next ensuing the date hereof. Know ye therefore, That we the said Creditors, whose names are here-under subscribed, and every of us for his own part, and for his own, &c. for the consideration above specified and expressed, do by these presents willingly consent, covenant, promise and agree to and with the said I. M. his, &c. by these presents, that we the said Creditors and every of us, our, &c. respectively, shall and will accept and take of the said I. M. his, &c. all and every the said several debts and sums of money by the said I. unto us and every of us owing and payable upon such Obligation and Obligations, assurance and assurances, as aforesaid, to be paid in such manner and sort, and at such days and times, as is above limited and required: And further, That we the said Creditors, and every of us, our and every of our, &c. respectively, upon the delivery of the said Obligation unto us, and every of us, our and every of our, &c. shall and will at the charge of the said L. M. his, &c. seal, subscribe, and in due form of Law deliver unto the said I M. one sufficient general acquittance to be rendred by him the said I. M. his, &c. and to bear date and limitation before the day of the date of the said new Obligation to be made for the same debt, and also for and upon every payment made accotding to the limitations aforesaid, and the intent and true meaning of these presents, at the like charge of him the said I M. his, &c. shall and will seal and deliver unto the said I. M. one sufficient acquittance to be rendred by him the said I. M. his, &c. testifying every

such

ſuch payment, as aforeſaid, for the better diſcharge of him the ſaid I. M. his, &c. and every of them in that behalf. Provided always, and upon condition nevertheleſs that theſe preſents, nor any promiſe, agreement, matter or thing herein contained, nor any act or thing acted by us, or any of us, or formerly done, knowledged or ſuffered touching the premiſſes, or to be done, knowledged or ſuffered, ſhall be of any force or effect, to bind or charge us, or any of us the ſaid Creditors, who have or ſhall hereunto agree, ſeal and ſubſcribe, unleſs all, and until all and every the reſt, and every of us the ſame Creditors above-mentioned, do and ſhall likewiſe before the, &c. now next coming, ſubſcribe, ſeal and deliver theſe preſents, in due form of Law, according to the intent and true meaning hereof, any thing herein contained to the contrary thereof in any wiſe notwithſtanding. In witneſs, &c.

A Letter of Licence.

TO all to whom, &c. We M A. and R B. Creditors of, &c. Citizen and Mercer of *London*, ſend greeting. Whereas the ſaid N.C. the day of the date hereof is indebted, and doth owe unto us the ſaid Creditors, divers ſums of money, which by reaſon of ſome loſſes unto him hapned, and divers bad debts owing unto him, as he informeth us, he is not able preſently to ſatisfie and pay, as he willingly would, but requireth our favour and reſpite of time for the payment thereof. Therefore know ye, That we the ſaid Creditors above-named, and every of us, moved with compaſſion, and the deſire which the ſaid M. hath to and for the contentation of our ſaid debts, have given and granted, and by theſe preſents do give and grant unto the ſaid N. C. our ſure and whole licence, liberty and ſafe conduct as much as in us is, ſo alſo he the ſaid N. may ſafely come, go and reſort unto us, and every of us his ſaid Creditors, to compound and take order with us, and every of us, for our and every of our ſaid ſeveral debts, without any let trouble, ſuit arreſt, attachment, or other impediment to be offered or done to him the ſaid N. his wares, goods or merchandizes, or any of them, for and during the time and ſpace of one whole month, next enſuing the date of theſe preſents; and if it happen the ſaid M N. in his perſon, goods, wares or merchandizes, or any of them, within the ſaid term of one month next coming after the date aforeſaid, by us or any of us the ſaid Creditors, or by any perſon or perſons by or through the commandment, will, procuring, partnerſhip, conſent or knowledg of us or any of us, againſt the tenor, form & effect of this our preſent writing of ſafeconduct, in any ways to be arreſted, ſued, impleaded, vexed, hindered

or

or attached, and thereof be not forthwith delivered or defended, and then he the ſaid N. N. his heirs, executors and adminiſtrators, ſhall be by virtue of theſe preſents for evermore clearly acquitted and diſcharged againſt him or them of us, by whom he the ſaid N. ſhall, contrary to the form, effect and true meaning of this our preſent writing and ſafe conduct, be attempted, vexed, ſued, attached, arreſted or hindred, and thereof not forthwith releaſed or defended, as aforeſaid, of all manner of actions, ſuits, debts and demands whatſoever they be, from the beginning of the world, until the day of ſuch arreſts, ſuits, attachment or hindrance. In witneſs, &c.

Another Letter of Licence.

TO all, &c. We whoſe names, &c. Whereas A.B. &c. in divers ſeveral ſums of money to us ſeverally is indebted, and hath not wherewithal to ſatisfie us at preſent, and we and every one of us, minding to grant unto him favour and reſpite, for the payment of the ſame: Know ye, That we the ſaid Creditors, and every one of us, being moved with compaſſion, and fully reſolved of the good will and deſire which the ſaid A.B. hath to ſee the ſaid ſeveral debts, duties and ſums of money ſatisfied and paid, Hath given and granted, and every one of us for his own proper debt & duty part and portion ſeverally, Have given and granted, and by theſe preſents, &c. unto the ſaid A. B. by whatſoever name, ſirname or addition he be called or known, ſure, full and free liberty, licence & ſafe conduct, as much as in us ſeverally is, in ſuch ſort as the ſaid A.B. with all his goods, chattels, debts, duties, and other things whatſoever, freely, peaceably and quietly, at his own free choice, election and pleaſure, ſhall or may go, come, abide and ſojourn, paſs and repaſs at all and every time and times from the day of the date hereof, during the term and ſpace of three whole years now next coming, and fully to be compleat and ended. And we the ſaid Creditors, all and every one of us ſeverally, for himſelf, his, &c. do and doth ſeverally covenant, promiſe and agree, That we the ſaid Creditors, or any of us, or any other perſon or perſons for us, or any of us, or by our or any of our authority, aſſent, conſent or procurement, the ſaid A.B. or any of his goods, chattels, or any other thing or things of

his,

his, ſhall not or will not in any wiſe ſue, arreſt, implead, attach, impriſon, condemn, trouble or moleſt, for or concerning ſatisfaction or payment, to be made unto us, or any of us, of our ſaid ſeveral debts and duties, or of any part or parcel thereof, or for any other matter or thing whatſoever, which we, or any of us can or may have, pretend, or demand of, for or againſt the ſaid A. B. or to find or provide for us any other Sureties or Security, for the ſatisfaction or payment of the ſaid ſeveral debts and other things, or any of them, or any part or parcel thereof, other than all or every one of us now ſeverally have or hath for the ſame, during the term aforeſaid. And further, we, all and every of us Creditors aforeſaid, are agreed and contented, and do covenant, &c. that if it happen at any time or times, he the ſaid A. B. during the term aforeſaid, in or by his body, goods or chattels, by us or any of us, or by our, &c. contrary to the true meaning of, &c. to be any ways &c. ſued, &c. the ſaid A. B. his, &c. ſhall be for evermore by theſe preſents clearly acquitted, &c. againſt him or them of us, by whom he or they ſhall contrary and againſt the tenor, form and effect of theſe preſents, be ſued, arreſted, &c. of and from all manner of actions, ſuits, quarrels, challenges, debts, &c. In witneſs, &c.

A Declaration upon a Bond made in a third perſons name in truſt.

TO all, &c. I, &c. ſend greeting, Whereas C. and E. by their obligations, &c. recite the Bond. Now know ye, that I the ſaid I. do hereby acknowledg and confeſs, that although the ſaid Bond is made and taken in my name, yet nevertheleſs it is ſo taken only upon truſt and confidence in me repoſed by I. L. of, &c. and E. his wife, and to and for the uſes, intents and purpoſes hereafter mentioned; that is to ſay, that he the ſaid I. L. ſhall have, receive and take the uſe and benefit of the ſaid 300 *l.* during the joynt natural lives of them the ſaid I. L. and E. his wife, and that the ſaid principal ſum, with the intereſt thereof, after the deceaſe of either of the ſaid, &c. is to remain, and be to and for the uſe of the Survivor of them, and for no other end or purpoſe. In witneſs, &c.

A Declaration (by a Wife) concerning the diſpoſition of a ſum of money according to a power reſerved to her by her Husband, before Marriage, well-penn'd.

TO all Chriſtian people, to whom this preſent Writing duplicate indented ſhall come, I E. T. wife of R. T. of the Pariſh of, &c. in the County of S. ſend greeting. Whereas by an Indenture tripartite, made the 12 of *May* in the 16 year of, &c. between the ſaid R. T. by the name of R. T. Citizen and Salter of *London* of the firſt part, and me the ſaid E. by the name of E. M. widow of the ſecond part; and W. H. of the ſaid Pariſh of Saint O. in S. aforeſaid, Diſtiller, T. S. of the Inner Temple, *London*, Gent. J. A. of L. Clerk, and N. M. of the Pariſh of, &c. aforeſaid, Clerk, of the third part; in conſideration of a Marriage then ſhortly after to take effect, between him the ſaid R. T. and me the ſaid E. it appeareth, that at the time of the making of the ſaid Indenture, it was then indented, concluded and agreed betwixt him the ſad R. T. and me the ſaid E. that I the ſaid E. or any other perſon or perſons, whom I ſhall think good, nominate or appoint (notwithſtanding the ſaid Marritge ſhall take effect) ſhould and might have the full and free diſpoſing of the ſum of one thouſand pounds of lawful money of *England*, and of the benefit and profit thereof, and every part thereof, from time to time, and at all times enſuing the ſaid Marriage; and to that end, intent and purpoſe, he the ſaid R. T. by the ſaid Indenture did for himſelf, his heirs, executors, and adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid W. H. T. N. J. A. and N. M. and every of them, and the Executors and Adminiſtrators of them and every of them, that he the ſaid R. T. his Executors, Adminiſtrators or Aſſigns, or ſome or one of them, ſhould well and truly ſatisfie, pay and deliver, or cauſe to be ſatisfied, paid and delivered unto the ſaid W. A. T. N. J. A. N. M. or to the Survivors or Survivor of them, or to the Executors, Adminiſtrators or Aſſigns of ſuch Survivors or Survivor, the full ſum of a thouſand pounds of lawful money of *England*, upon or before the firſt day of *May*, which ſhall be in the year of our Lord God, 1636. if I the ſaid E. ſhall be living on the ſaid firſt day of *May*, or within two years next after the death or deceaſe of me the ſaid E. or within three months next after the death or deceaſe of the ſaid R. T. at ſuch of thoſe caſes which ſhall firſt and next happen, come or enſue

enſue after the date of the ſaid Indenture, to be imployed and diſpoſed of to ſuch perſon and perſons, and to and for ſuch uſe, uſes, intents and purpoſes, according as I the ſaid E. ſhould at any time or times then following, during my life, think good, order, appoint, give, limit, deviſe or diſpoſe of the ſame, or any part or parts thereof, or otherwiſe, according to the intent and true meaning of the ſaid Indenture. And it was hereby further covenanted, granted, concluded and agreed upon, by and between the ſaid parties to the ſaid Indenture, and the ſaid R. T. did thereby for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, covenant, promiſe and grant, to and with the ſaid W. H. T. N. J. A. and N. M. and every of them, and the Executors and Adminiſtrators of them, and every of them, that the ſaid ſum of one thouſand pounds, and every part and parcel thereof, ſhould or might from time to time, be quietly had, taken, received and enjoyed, unto and by ſuch perſon and perſons, whom I the ſaid E. ſhould at any time or times during my life think good, limit, give, deviſe, order, appoint or diſpoſe of the ſame one thouſand pounds, or any part or parts thereof, either by my laſt Will and Teſtament in writing, or by any writing, purporting or intending to be my laſt Will and Teſtament, or by any other writing to be ſigned with my hand, or to which my mark ſhould be put, in the preſence of two or more credible perſons as Witneſſes thereunto, as in and by the ſaid Indenture, among other Covenants, at large appeareth; which marriage (by the Grace of God) ſithence the making of the ſaid Indenture, was ſolemnized and conſummated, and no declaration as yet hath been made by me, concerning the diſpoſing of the ſaid one Thouſand pounds, or any part thereof, when it ſhall be due and payable: Now this preſent Writing witneſſeth and declareth, that I the ſaid E. T. hereby expreſs my Will and mind concerning the ſaid one thouſand pounds, when it ſhall become due, or be paid as aforeſaid, to be as followeth; that is to ſay, If my ſaid husband R. T. be then living, and will become bound for himſelf, his Heirs, Executors and Adminiſtrators, by three ſeveral Obligations of one Thouſand marks apiece, unto them the ſaid W. H. T. N. J. A. and N. M. or the Survivors or Survivor, or any of them, or the Executors and Adminiſtrators of ſuch Survivors or Survivor reſpectively and ſeverally, conditioned for the payment unto them of three ſeveral equal parts of the ſaid one thouſand pounds,

as

at the three ſuch ſeveral and reſpective times or days, as my three Children by my former Husband ſhall attain to the ages next hereafter mentioned, that is to ſay, K.M. unto the age of twenty years, and T. and W.M. ſhall attain or come to their ſeveral ages of twenty and one years, that then the ſaid W.H. T.N. J.N. and N.M. and the Survivors and Survivor of them, and the executors and adminiſtrators of ſuch Survivor, ſhall upon ſuch obligations entered into, as aforeſaid, quietly ſuffer him the ſaid R.T. to detain in his hands the ſaid one thouſand pounds, and every part thereof, until ſuch ſeveral days and times, as the ſame ſhall be payable by the ſeveral conditions of the ſaid Obligations, ſo to be entred into by him, as aforeſaid, without paying or allowing any intereſt or conſideration for the ſame, and the ſaid one thouſand pounds, ſo payable by ſuch Obligations and Conditions of them, and by me diſpenſed withal as aforeſaid, or otherwiſe ſooner payable by the ſaid recited Indenture, if my ſaid husband ſhall dye, *viz.* within three months after his death, (in which caſe of the death of my husband, I do give no manner of diſpenſation for the payment thereof,) I do hereby alſo concerning the ſame expreſs, aſſign and appoint (if I ſhall not otherways hereafter declare and appoint) that is to ſay, that the ſaid one thouſand pounds (and the whole proceed thereof, not diſpoſed of, as aforeſaid) ſhall be, come and redound, to and for the uſe and benefit of my ſaid three Children, for them ſeverally and reſpectively to have and receive immediately after and upon their ſeveral ages above-mentioned, by ſuch ſeveral and equal third parts, as aforeſaid: Provided always, and it is my meaning, and I do hereby appoint, that if any my ſaid Children ſhall happen to dye before any of their ſeveral and reſpective ages above-mentioned, that then ſuch third part of the ſaid thouſand pounds, as ſhould otherwiſe have been payable unto ſuch Child, ſhall remain and be paid by equal portions unto the Survivors of them; and if one of them only ſurvive, and the other two both of them happen to dye before ſuch their ſeveral ages, then both the parts hereby allotted unto them, ſhall wholly accrue and come unto ſuch ſurviving Child only. And if all my ſaid Children ſhall dye before they come to their ſeveral ages, then my Will and meaning is, that the ſaid one thouſand pounds, and the whole proceed thereof, ſhall come and be paid unto my loving Husband before-named, his Executors, &c. if I ſhall not otherwiſe hereafter diſpoſe of the ſame, according to the power and authority to me reſerved,

ſerved, given and appointed by the ſaid recited Indenture, In witneſs, &c.

An Indenture reciting a Leaſe for a year, and a Grant of a reverſion upon a truſt, to ſeveral uſes, reſerving power to make Leaſes, and to revoke the truſt.

THis Indenture made, &c. between A.B. and C.D. of the one part, and E. F. and G.H. of the other part, witneſſeth, That whereas the ſaid A. B. and C.D. by their Indenture bearing date &c. made between the ſaid A.B. and C.D. of the one part, and the ſaid E. F. and G. H. of the other part, did bargain and ſell unto the ſaid E. F. and G. H. their executors, adminiſtrators and aſſigns, all that, &c. to have and to hold all and ſingular the ſaid Mannor, Meſſuages, Lands, &c. unto the ſaid E F. and G. H. their executors, adminiſtrators and aſſigns, from the Feaſt of S. *Michael* the Arch-angel laſt paſt, before the date of the ſaid recited Indenture, unto the full end and term of one whole year from thence next enſuing, and fully to be compleat and ended, yielding and paying therefore unto the ſaid A B. and C. D. their heirs and aſſigns, the rent or ſum of five ſhillings of lawful money of *England*, on the Feaſt-day of the Nativity of S. *John Baptiſt* now next enſuing, as by the ſaid Indenture may more better appear; by virtue whereof, and of the Statute for transferring of uſes into poſſeſſion, the ſaid E.F. and G. H. were and yet are poſſeſſed of the ſaid Mannor, Lands, Tenements and Hereditaments, with all and ſingular the premiſſes, with their appurtenances. Now this Indenture further witneſſeth, that the ſaid A B. for divers good cauſes and conſiderations him thereunto moving, and the ſaid C. D. by expreſs direction and appointment of the ſaid A. B. hereby teſtified, have granted, releaſed and confirmed, and by theſe preſents do grant, releaſe and confirm unto the ſaid E. F. and G. H. their heirs and aſſigns, all and ſingular the ſaid Mannors, Meſſuages, Lands, Tenements, Mills, Hereditaments and premiſſes, before in theſe preſents particularly mentioned, or which in and by the ſaid recited Indenture were bargained and ſold, or meant, mentioned or intended to be hereby bargained and ſold to them the ſaid E. F. and G H. as aforeſaid, with all and every of the appurtenances, together with the ſaid rent of five ſhillings hereby reſerved; and the Reverſion and Reverſi-

ons,

ons, Remainder and Remainders of all and ſingular the ſaid Mannor Meſſuages, Lands and premiſſes, and every of them, and every part and parcel thereof, and all their and either of their eſtates, right, title, intereſt, uſe, poſſeſſion, reverſions, remainders, claim and demand whatſoever, of, in and to the ſaid Mannor, Meſſuages, Mills and premiſſes, and every of them, and every part and parcel of them: To have and to hold all and ſingular the ſaid Mannor, &c. and every of them, with all their and every of their appurtenances, unto the ſaid E. F. and G. H. their heirs or aſſigns, to the ſeveral uſes, intents and purpoſes hereafter in theſe preſents mentioned, that is to ſay, to the uſe and behoof of the ſaid A. B. during his natural life, without impeachment of any waſte, and with liberty and power to commit any waſte, and after his deceaſe to the uſe and behoof of I. B. now wife of the ſaid A. B. and the ſaid E. F. G. H. and C. D their heirs and aſſigns for ever, upon ſpecial truſt and confidence that they the ſaid J. B. E. F. G. H. or the Survivor or Survivors of them and their heirs, ſhall and will make ſale of all the ſaid lands and premiſſes to the beſt advantage, and to diſpoſe of all ſuch ſum and ſums of money which ſhall be raiſed hereby, in ſuch manner, and to ſuch purpoſes as the ſaid A. B. ſhall in his life-time, by any writing to be by him ſubſcribed and ſealed in the preſence of two credible witneſſes or more, by his laſt Will and Teſtament in writing, declare or appoint. Provided always, and it is hereby agreed, by and between all the parties to theſe preſents, and by them declared to be their true intent and meaning, that it ſhall and may be lawful to and for the ſaid A. B. at any time or times during his natural Life, to make any Demiſe, Leaſe or Grant, Demiſes, Leaſes or Grants by Indenture or Indentures, of all or any part of the ſaid Mannor, Meſſuages, &c. either in poſſeſſion or reverſion, or otherwiſe, to any perſons whatſoever, for any term or terms of years, or for the life or lives of any one or more perſon and perſons, or for any term or terms of years determinable upon the death of any one or more perſon or perſons, or for any other term or terms whatſoever, with or without any rent or otherwiſe howſoever, as by the ſaid A. B. ſhall be thought fit and convenient, and that from and immediately after the making of ſuch demiſe, leaſe or grant, demiſes, leaſes or grants, the ſaid E. F. and G. H. and their heirs, during the life of the ſaid A. B. and after his death, they the ſaid J. A. E. F. G. H. and C. D. and the Survivor or Survivors of them, and their heirs, ſhall ſtand and be ſeized of ſuch

part,

parts or ſo much of the ſaid Mannor, Meſſuages, Lands, Tenements and premiſſes, as ſhall be at any time or times hereafter leaſed or demiſed, as aforeſaid, to the uſe of ſuch perſon or perſons reſpectively, to whom the ſame, or any ſuch demiſe, leaſe or grant ſhall be ſo made, of ſuch eſtate, term and intereſt, and in ſuch manner and form as the ſame ſhall ſo happen to be leaſed or demiſed, according to the true meaning of theſe preſents, and of every ſuch demiſe and leaſe, ſo that ſuch Leſſees or Grantees, during his or their ſeveral leaſe or leaſes, grant or grants, or intereſts, do pay, or cauſe to be paid the rents or ſums of money reſerved or appointed to be paid, and expreſſed in and by the Indenture of his or their ſaid leaſe or grant to ſuch perſon or perſons, to whom the ſame from time to time ſhall by the purport and true meaning of theſe preſents belong, or appertain, according to the purport and true meaning of the ſame leaſes; any thing before in theſe preſents contained to the contrary thereof, in any wiſe notwithſtanding. Provided alſo, and it is further agreed by and between all the parties to theſe preſents, and by them declared to be their true intent and meaning, that if the ſaid T. G. ſhall at any time during his natural life be minded to alter, change or make void all or any the uſe or uſes, truſt or truſts hereby declared, or any of them, and ſhall to that purpoſe by any writing to be by him ſealed in the preſence of two or more credible witneſſes, declare and ſignifie ſuch his mind and intention, That then and from thenceforth, from and after ſuch ſignification and declaration ſo to be made, as aforeſaid, ſuch of the uſes and truſts hereby limited, of, for and concerning the ſaid lands and premiſſes, and the profits of them, or of or concerning ſuch part, and ſo much thereof, concerning which ſuch declaration ſhall be made, ſhall ceaſe, determine and become utterly void, fruſtrate and of none effect, and that then and from thenceforth the ſaid E. F. and G. H. and their heirs, ſhall ſtand and be ſeized thereof, or of ſuch part thereof, concerning which ſuch declarations ſhall be made, to and for ſuch uſes as ſuch declarations ſhall limit, declare and appoint the ſame; and for default of ſuch declaration or limitation, then to the uſe benefit and behoof of the ſaid T. G. his heirs and aſſigns, and to and for no other uſe, intent or purpoſe whatſoever: any thing before herein contained to the contrary thereof, in any wiſe notwithſtanding.

Memorandum, That after the ſealing and delivery of the bargain and ſale within mentioned, by the ſaid A. B. and C.D. to the within named E.F. and G.H. and after that the ſaid E.F. and G.H. had accepted of the ſaid bargain and ſale, and had ſealed and delivered the Counterpart as their act and deed, then this preſent deed was ſealed and delivered by the within A. B. and C. D. in the preſence of, &c.

An Aſſignment and Letter of Attorney of ſeveral Bonds.

TO all Chriſtian people, to whom theſe preſents ſhall come, I T.G. of, &c. ſend greeting. Whereas T.E. of, &c. L.H. of, &c. and Sir W.H. of, &c. in and by their obligations, bearing date the, &c. do ſtand joyntly and ſeverally bounden unto me the ſaid, &c. in the ſum of 800 *l.* with conditions thereupon endorſed for the payment of 406 *l.* on the thirteenth day of *December*, then next enſuing the date of the ſaid Obligation, at or in the then dwelling houſe of W. C. in, &c. And whereas alſo T. B. Eſquire, Sir E. S. Knight, and Sir T.M. Knight, in and by their Obligation bearing date the, &c. do likewiſe ſtand bound unto me in the ſum of 600 *l.* with condition thereupon endorſed for payment of 310 *l.* on the nineteenth day of *November* then next enſuing the date of the ſaid Obligation, at or in the, &c. And whereas alſo, &c. as in and by the ſaid ſeveral recited Obligations more at large it doth and may appear. Now know ye, that I the ſaid T. G. for divers good and valuable conſiderations me hereunto eſpecially moving, have granted, aſſigned and ſet over, and, &c. to W. P. of the Middle-Temple *London*, Gent. all and ſingular the bonds and debts aforeſaid, and have made, aſſigned, conſtituted, and ordained, and in and by theſe preſents, do make, aſſign, conſtitute and ordain the ſaid W.P. my true, lawful and irrevocable Attorney, in my name, but to the only proper uſe and behoof of him the ſaid W.P. his executors and adminiſtrators, to ask, demand and receive of the ſaid ſeveral Obligors bound by the ſaid recited Obligations, the ſaid ſeveral ſums of money in the ſaid recited conditions mentioned reſpectively, giving, and by theſe preſents granting unto my ſaid Attorney full power and authority, if need ſhall be, to ſue, arreſt, attach, implead, condemn and impriſon the ſaid parties Obligors, and every of them, and their or every or any of their bodies, goods

goods and chattels in execution to take, and out of execution to deliver, either upon ſatisfaction, compoſition, or otherwiſe, at the will and pleaſure of my ſaid Attorney; acquittance or any other diſcharges in my name to ſeal and deliver; Attorney or Attorneys, one or more under him the ſaid W. P. his Executors and Adminiſtrators, to make, ſubſtitute and revoke, and generally to do, execute, proſecute and determine all and every other act and acts, thing and things whatſoever, which in or about the premiſſes, or any part thereof, ſhall be needful, neceſſary or convenient, as fully, wholly and effectually, and in as large and ample manner and form, to all intents and purpoſes, as I the ſaid T. G. my Executors and Adminiſtratorss, might or could do perſonally, without any accompt thereof to be yielded to me, my Executors or Aſſigns. And whatſoever my ſaid Attorney ſhall do or cauſe to be done, in, about or concerning the premiſſes, I do by theſe preſents ratifie, confirm and allow the ſame: and alſo do for my ſelf, my Executors and Adminiſtrators, covenant, &c. to and with the ſaid W. P. his Executors and Adminiſtrators, that the ſaid recited Obligations, and every of them, now are and ſtand in full force and effect, and that neither I, my Executors and Adminiſtrators ſhall not at any time hereafter acquit, releaſe or diſcharge them, nor any of the moneys due upon the aforeſaid obligati ons or any of the ſaid parties Obligors bound in and by the ſaid recited Obligations, or any of them, their or any of their Executors or Adminiſtrators, or any of them, of and from the ſame, or the ſums of money in them or any of them mentioned, or any part thereof, without it be by the conſent of the ſaid W. P. his Executors or Adminiſtrators in writing. And further, that I the ſaid T. G. my Executors and Adminiſtrators, ſhall and will ratifie, confirm and allow all ſuch lawful actions and ſuits, and other things whatſoever, as he the ſaid W. P. his Executors, Adminiſtrators or Aſſigns, or any of them, ſhall at any time hereafter bring, ſue, commence, proſecute or proceed in or againſt the ſaid parties Obligors bound in or by the ſaid recited Obligations, or any of them. And laſtly, that I, my Executors or Adminiſtrators, ſhall upon every reaſonable requeſt of the ſaid W. P. his, &c. give to the ſaid W. P. his, &c. ſuch further Letter or Letters of Attorney, and power for the receiving and recovery of the debts aforeſaid, and every of them, as by the ſaid W. P. his Executors or Adminiſtrators ſhall be reaſonably demiſed and required.

A Condition upon the granting of a Toties quoties *for Replevin.*

WHereas the above-named G. S. by virtue of his Office, as Steward of the Mannor of S. above-named, hath granted forth a precept for the replevying and delivering of one bay Gelding of the goods and chattels of the above-bound G. S. unto him the ſaid G. being now impounded by N. out of his leaſe of ground in, &c. and alſo to replevy the ſaid Gelding of the ſaid G. ſo often as he ſhall be impounded by the ſaid N. or any of them; Now therefore the condition, &c. that if the ſaid G. S. with effect do proſecute the ſaid action, and all other ſuch actions as ſhall be brought by him for the impounding of the ſaid Gelding, and return the ſame ſo oft as return by Law thereof ſhall be adjudged, and him the ſaid G. from time to time, and at all times hereafter, do and ſhall well and truly ſave, defend and keep harmleſs and indempnified againſt all men for and concerning the granting of the ſaid Replevin: That then, &c

A Condition that a Lords Bayliff ſhall give a true account of his Bayliff-ſhip.

THE Condition, &c. That whereas the Right Honourable, &c. hath conſtituted and appointed the above-bound J. S. to be a Bayliff in his Mannor of, &c. and Collector of his rents, revenues, perquiſits and profits there, during his Lordſhips pleaſure; if therefore the ſaid J. H. by himſelf, or his ſufficient deputy, do and ſhall from time to time, for and during his continuance and exerciſe of and in the ſaid place and office, demean himſelf therein, without voluntary concealment, fraud or deceit, towards his ſaid Lordſhip, and do and ſhall yearly, during ſuch his continuance and exerciſe at the audits to be kept for his ſaid Lordſhip, yield and make true and juſt accompts to the Auditor for the time being, of the ſaid Mannor and premiſſes, and alſo make currant payment and ſatisfaction to his Receiver of the premiſſes for the time being, or other Officer or Officers in that behalf to be authorized and appointed, at or before every ſuch audit and audits, of and for all and every ſuch ſum and ſums of money, rents, revenues,

ces, fines, iſſues, goods, chattels, profits and perquiſits as then ll have come to the hands of the ſaid J. S. his depury or eputies, or as he or they ought juſtly to be charged withal o his ſaid Lordſhip, for or in reſpect of the ſaid office or lace; That then, &c.

A Condition to pay Childrens Portions and ſhares of their deceaſed Fathers eſtate.

THe Condition, That if the above-bound R. Y. his, &c. pay and deliver, or cauſe to be paid and delivered unto the above-named W. E. and M. natural Children of the above-named N. late of R. aforeſaid, their late Father deceaſed, their ſeveral filial portions or childes parts of the goods and chattels of their ſaid late Father deceaſed, according to the Inventory thereof, and alſo accompt and render unto them their juſt ſhares of all other their rights due unto them by virtue of the laſt Will and Teſtament of their ſaid Father, when they come to the full age of twenty one years, or happen to be married; and alſo honeſtly, according to their degrees, educate and bring up the ſaid children, during the time of their nonage, with meat, drink, apparel and learning; and if it happen any of the ſaid children to die before they come to full age, or to be married, then if the ſaid R. Y. do content and pay the portion, and other rights of him, her or them ſo dying, to whom the Law ſhall appoint the ſame to be paid, or who by proximity of blood ought to have it, and alſo ſave and keep harmleſs the above-named, &c. Commiſſary, and all other the Officers; That then, &c.

A Condition that the Heir ſhall make no claim.

THe Condition, &c. That whereas R. G. of, &c. father of the above-bound R. is poſſeſt of one meſſuage or tenement, and certain cuſtomary Lands thereunto belonging, holden of the Right Honourable, &c. as of the Mannor of, &c. called or known by the name of, &c. now in the occupation of, &c. out of which meſſuage or tenements is iſſuing the yearly rent of, &c. and whereas the ſaid R. the ſon, for and in conſideration of a certain competent ſum of, &c. to him the ſaid R. by the ſaid J. well and truly contented and paid, whereof and wherewith the ſaid R. acknowledgeth

himſelf fully ſatisfied, hath granted and agreed that the ſaid J. (by and with the conſent of the ſaid R. the father) ſhall have and enjoy to his own uſe for ever, the ſaid meſſuage or tenement, lands and premiſſes, and all the eſtate, right, title and intereſt, which the ſaid R. the ſon now hath, or at any time hereafter may, might, ſhould or ought to have, of, in and to the ſame, from, by or under the right, title or intereſt of the ſaid R. the father, or as heir unto him. If therefore the ſaid R. the ſon, his, &c. nor any of them, do not at any time hereafter make or cauſe to be made any claim or demand, of, in or to the ſaid meſſuage or tenement and premiſſes, or any part thereof, from and after the deceaſe of his ſaid father, but to permit and ſuffer the ſaid J. G. his, &c. and every of them, to have, poſſeſs and enjoy, to his and their own uſe for ever, the ſaid, &c. and every part thereof, without any let or diſturbance of or by him the ſaid R. the ſon, his, &c. or of or by any other perſon or perſons, or by his, their, or any of their acts, means, conſents or procurements, clearly releaſed, acquitted and diſcharged of and from all incumbrances whatſoever, by him, them or any of them had, made, committed or done, or to be had, made, committed or done in any wiſe: That then, &c.

A Condition to appear before the Juſtices of Peace, &c.

CONdition, *&c.* That if the above bound S. T. do perſonally appear in the cuſtody of the Bailiff within written, or his deputy, before the Juſtices, &c. the *Monday* next after the Nativity of S. *John* Baptiſt, at the Town of, *&c.* to find there before the ſaid Juſtices, good and ſufficient Sureties for the peace, and to behave and bear himſelf well and peaceable againſt, *&c.* and in the mean time keep the peace of the Common-wealth, and from thenceforth ſave and keep harmleſs the within named, *&c.* for and concerning the premiſſes; That then, *&c.*

A Condition to ſuffer ones wife to make a Will, and to ſurrender a Copy-hold to his and her uſe.

THe Condition, &c. That whereas there is a Marriage, &c. Now if the ſaid J. F. do and ſhall after the celebration of the ſaid Marriage, and during the coverture, permit and ſuffer the ſaid F. S. to make her laſt Will and Teſtament in writing, or otherwiſe, and by the ſame to give and diſpoſe of the goods and chattels, or ready money of him the ſaid J. F. to the value of, &c. or under, at her will and pleaſure, to ſuch perſon and perſons, and for ſuch intents and purpoſes as ſhe the ſaid S. ſhall by the ſame Will nominate and appoint; and alſo if the ſaid J. F. his, &c. (after the ſaid Will ſhall be ſo made and publiſhed under teſtimony of ſufficient witneſſes) do and ſhall well and faithfully execute and perform the ſame Will, or ſuffer the ſame to be duly executed and performed, according to the intent and true meaning of the ſaid S. F. and alſo if the ſaid J. F. do and ſhall at the next Court to be holden for the Mannor of, &c. ſurrender into the hands of the Lord of the ſaid Mannor, according to the cuſtom of the ſame, all that his Manſion-houſe, &c. to the uſe and behoof of the ſaid J. F. and S. F. for and during their natural lives, and the life of the longeſt liver of them, and after the deceaſe of the Survivor of them, then to the uſe and behoof of, &c. That then, &c.

A Letter of Attorney to receive money due upon ſeveral Bonds, allowing the Attorney his reaſonable charges, and out of that money which he ſhall receive, to ſatisfie himſelf of ſuch moneys as are due to him which makes this Letter.

TO all men to whom theſe preſents ſhall come, W. R. of *Tatterſel* in the C. of *Lincoln* Yeoman, ſendeth greeting. Know ye, That I the ſaid W. R. for divers good, ſufficient and reaſonable cauſes and conſiderations me hereunto moving, but eſpecially for and in reſpect of certain ſeveral ſums of money heretofore to me paid by C. H. of T. in the ſaid C. of *Lincoln*, Gentleman, have authorized, conſtituted, nominated, made and ordained, and by theſe preſents, do authorize, conſtitute, nominate, make, ordain, and in my place put in the ſaid C. H. my true, faithful, lawful, undoubted and irrevocable Attorney, from henceforth for me and in my name to ask, receive, gather and take all ſuch ſum and ſums of money, as are already due,

or hereafter ſhall or may become due unto me the ſaid W. from any perſon or perſons herein hereafter mentioned and expreſſed; as alſo all ſuch ſum and ſums of money as were due unto E. my now wife, in her widowhood, or hereafter may or ſhall be due unto her by any perſon or perſons whatſoever, and herein hereafter mentioned and expreſſed, by vertue of any bill, bond, or any other writing or ways whatſoever, that is to ſay, to ask, gather, receive and take of A. B. of C. in the C. of E. Yeoman, the ſum of Ten pounds of lawful Engliſh money, due unto me by virtue of one bond or writing obligatory, from the ſaid A. B. to me the ſaid W. R. dated the laſt day of *June* laſt paſt, before the date hereof, as in and by the condition of the ſaid obligation, reference being thereunto had, more plainly and at large it doth and may appear, and alſo forty ſhillings of lawful Engliſh money, from, &c. Then name every particular ſum, and ſet them down according to their ſeveral names, ſums and dates as they are, and inſert theſe covenants following, as in and by the ſeveral conditions of the ſaid bonds, whereunto relation being had, more plainly and at large it doth and may appear: for the recovery of all which ſaid ſeveral ſums of money, which ſhall ariſe or grow due unto me the ſaid W. R. by virtue of any or either of the ſaid bonds, yet in arrear, due and unpaid, I do by theſe preſents give full power and authority unto the ſaid C. H. for me, and in my name, and to my uſe as aforeſaid, to receive, and upon non-payment of them or any of them, to bring, ſue and proſecute, for me and in my name, all and all manner of actions whatſoever, as well real as perſonal, and the ſame to proſecute and follow, by ſuit, arreſt, impriſonment, judgement, condemnation, execution or otherwiſe: And one Attorney or more for the doing of the premiſſes, to make, and the ſame at his will and pleaſure to revoke, and new in his or their place to put, in as large and ample manner as I might do, if the ſame were by me in proper perſon done, commenced, ſued or taken, to the only benefit and behoof of me the ſaid W. R. allowing to the ſaid C. out of the ſaid ſum or ſums of money, ſo by him received, his reaſonable, lawful and neceſſary expences and charges laid out or diſburſed in hand or otherwiſe, in and about the recovery, getting and procuring of the ſaid ſums of money, or any of them, with allowance and payment of all ſuch reckonings, ſum and ſums of money as are due to him the ſaid C. by me the ſaid W. as ſhall or may appear upon any reckoning, bill, bond or otherwiſe, under my hand and ſeal, or by ſufficient witneſs. And I do by theſe preſents,

ſents, covenant, promiſe and grant, to and with the ſaid C. his executors, &c. that I, my heirs and aſſigns, ſhall and will at all times hereafter, ratifie, confirm and allow whatſoever my ſaid Attorney ſhall do, or cauſe to be done in or about the premiſſes. In witneſs, &c.

A Copy of a Leaſe to try a Title.

THis Indenture made, &c. between, &c. witneſſeth, That the ſaid A. B. for divers good cauſes and conſiderations him hereunto eſpecially moving, hath demiſed, granted, and to farm-letten, and by theſe preſents doth demiſe, grant, and to farm let unto the ſaid W. M. all that Meſſuage or Tenement with the appurtenances, ſituate and being in N. aforeſaid, and all Houſes, Edifices, &c. now or late in the tenure or occupation of C. D. or his aſſigns. To have and to hold the ſaid Meſſuage or Tenement, and premiſſes, with the appurtenances before by theſe preſents mentioned to be demiſed, &c. for three years or more, &c. yielding and paying, &c. being lawfully demanded: Provided always, and upon this condition, that if the ſaid A. B. his executors, adminiſtrators or aſſigns, or any of them, do well and truly pay, or tender, or cauſe to be tendered or paid unto the ſaid W. M. his executors, adminiſtrators or aſſigns, at any time, during the continuance of this preſent demiſe, the ſum of 12 *d.* of lawful Engliſh money, That then and from thenceforth this preſent Indenture, and every article and thing herein contained, ſhall be utterly void, and of none effect: And that then alſo, and from thenceforth it ſhall and may be lawful to and for the ſaid A. B. his executors, adminiſtrators and aſſigns, or any of them, into the ſaid Meſſuage or Tenement, and premiſſes, with the appurtenances, and in every part and parcel thereof, to reenter, and the ſame to have again, repoſſeſs and enjoy, as in his and their former eſtate; any thing in theſe preſents contained to the contrary thereof, in any wiſe notwithſtanding. In witneſs whereof, &c.

A Diſcharge made to the Sheriff (for a Priſoner) from him to whom the Priſoner is indebted.

KNow all men by theſe preſents, That I A. B. of C. in the C. of L. have remiſed, releaſed, acquitted and diſcharged, and by theſe preſents do for me, my heirs, executors, adminiſtrators and aſſigns, remiſe, releaſe, and fully and abſolutely acquit and diſcharge T. J. High-Sheriff of the C. of L. afore-

aforeſaid, and I. B. his Under-Sheriff, their Heirs, Executors, and Adminiſtrators, of and from all and all manner of eſcapes, as well voluntary as negligent, and of and from all actions, cauſe and cauſes of actions, for or concerning the enlarging or ſetting at liberty of the body of I. S. taken at my ſuit by virtue of a *Capias ad ſatisfaciendum* to the ſaid Sheriff directed of 8 *l.* debt, and 15 *s.* coſts of ſuit, returnable in the Court of Common-Pleas, in *Hilary*-Term laſt paſt: and I the ſaid A. B. do hereby diſcharge the ſaid Sheriff from all actions, reckonings, duties and demands whatſoever, concerning the executing of that ſaid *Capias ad ſatisfaciendum*. In witneſs whereof, &c.

An Indenture of Partition, where two have taken a joynt Leaſe of Meſſuage and Lands, &c.

THis Indenture made the fifth day of *June*, in the year of our Lord God, according to the account uſed in *England*, One thouſand, ſix hundred fifty and one, between A. B. of, &c. of the one part, and C. D. of, &c. of the other part. Whereas the ſaid A. B. and C. D. do hold joyntly for term of certain years, yet during and unexpired, all that Meſſuage, Tenement or Farm-houſe called, &c. ſituate in B. in the County of, &c. and all Houſes, Edifices, Buildings, Barns, Stables, Orchards and Gardens thereunto belonging, with their appurtenances; and alſo all thoſe ſeveral Cloſes of arable Land, called or known by the name of, &c. and containing by eſtimation, &c. and all that great meadow, ſituate, &c. containing, &c. and all thoſe parcels or Cow-paſture, next adjoyning to, &c. called, &c. and containing, &c. And all that parcel of wood-ground called B. wood, with divers other parcels, with all and ſingular profits and commodities thereunto belonging or appertaining, by one Indenture or Demiſe bearing date the, &c. made between W. L. of, &c. Gent. of the one part, and the ſaid A. B. and C. D. of the other part; yielding and paying therefore the yearly rent of, &c. at two uſual days of payment in the year, that is to ſay, &c. by equal portions: And the ſaid A. B. and C. D. do hereby covenant to pay the ſaid rent of, &c. in manner, &c. and alſo for and during the ſaid term to repair the ſaid Meſſuage, and all other the premiſſes, as alſo the hedges, ditches and mounds belonging to the demiſed premiſſes, and at the end of the ſaid term, do covenant to leave the ſame well and ſufficiently repaired into the hand of the ſaid W. L. his, &c. as in and by the ſaid Indenture of Demiſe, relation being there-

thereunto had, it doth and may more fully and at large appear.

Now this Indenture witneſſeth, That the ſaid A. B. and C. D. have with their full and whole conſent, and by and with the advice and aſſiſtance of E. F. of, &c. and G. H. of, *&c.* by them reſpectively choſen for that purpoſe, made an equal diviſion and partition of the ſaid demiſed premiſſes, into two equal parts or moieties, to the end, intent and purpoſe that the ſaid A. B. and C. D. and their ſeveral and reſpective Executors, *&c.* may have, hold, occupy, poſſeſs and enjoy the ſaid equal parts and moiety of the ſaid demiſed premiſſes, during the remainder of the ſaid term, in manner and form following, that is to ſay, that he the ſaid A. B. his Executors, *&c.* ſhall and may during the remainder of the ſaid term, have, hold, and enjoy the moiety, partition or half-part of the ſaid Meſſuage or Tenement, Houſes, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Lands, and Premiſſes, as the ſame are divided and ſet apart as aforeſaid, that is to ſay, all thoſe ſeveral rooms ſituate at the weſt-end of the ſaid demiſed Meſſuage, called by the name of the, *&c.* the, *&c.* the, *&c.* and all that great Barn ſituate at the, *&c.* and all that, *&c.* *(ſo naming every parcel, as allotted)* in full recompence of his due part and portion between them, of the ſaid demiſed premiſſes; and that the ſaid C. D. his Executors, *&c.* ſhall during the remainder of the ſaid terms, have the other moiety, partition or half-part of the ſaid Meſſuage or Tenement, Houſes, *&c.* as the ſame are divided and ſet apart, as aforeſaid, that is to ſay, all thoſe ſeveral rooms ſituate at the eaſt-end of the ſaid Meſſuages, *&c.* (as above-named the parcels) in full recompence of his due part and portion between them of the ſaid demiſed premiſſes. *To have and to hold* to either of the ſaid parties, their Executors, *&c.* ſeverally, as is above-ſaid, from the day of the date hereof, unto the full end and term of, *&c.* And it is covenanted, granted and agreed by and between the ſaid Parties, that the ſaid yearly rent of, *&c.* to be due to the ſaid W. L. or his Aſſigns from time to time during the continuance of, *&c.* ſhall be equally paid between them the ſaid A. B. and C. D. their Executors, Adminiſtrators and Aſſigns, as tenants of the ſaid demiſed meſſuage and other the premiſſes, from time to time, during the ſaid term, either of them for the ſaid part and portion allotted, as is aforeſaid. And the ſaid A. B. for him, his, *&c.* doth covenant, promiſe and grant, to and with the ſaid C. D. his, *&c.* to ſave, defend and keep harmleſs and indempnified the ſaid C. D. his Executors, *&c.* of and from all prejudice,

dice, loſs or damage which ſhall happen or come unto him the ſaid C. D. his, &c. for or by reaſon of any breach of any of the covenants and agreements ſpecified and comprized in the ſaid Indenture of Leaſe, or other things whatſoever which ſhall or may be had, made, done, committed, omitted or ſuffered by him the ſaid A. B. his, &c. for or in reſpect of his ſaid moiety, or half part of the demiſed premiſſes, or any part thereof. And the ſaid C. D. doth for him, his, &c. covenant, promiſe, grant and agree, to and with the ſaid A. B. his, &c. *ut ſupra.*

And for the true keeping, performance and obſervation of all and ſingular the ſaid partitions, covenants, conditions, payments, agreements and articles herein before expreſſed, either party bindeth himſelf, his Heirs, Executors and Adminiſtrators, to the other by theſe preſents, in the ſum of, &c. In witneſs, &c.

Judge Cook *his Articles, which the Chief Conſtables of every Hundred are to obſerve and anſwer unto at the beginning of every Aſſize*, viz.

Imprimis, What Felonies have been done within their Hundred from the Aſſizes next before; againſt whom, and at what time, and wherefore; and what purſuit hath been made for the Felonies, and in whom default of purſuit of Felonies hath been?

2. *Item*, What vagrant and ſuſpected perſons have been apprehended, within that time within their Hundred, and what hath been done with them, and by whoſe fault any ſuch perſons have eſcaped from apprehenſion, and how the watches have been kept in every Townſhip, between the *Aſcenſion* and *Michaelmaſs*.

3. *Item*, What Recuſants are within their Hundreds, and come not to the Church according to the Law?

4. *Item*, What decay of Houſes, Husbandry, hath been ſince the beginning, &c. within their Hundreds, which had twenty acres of land, meadow and paſture to them; when decayed, and by whom?

5. *Item*, What grounds within your Hundreds that have been uſed to be tilled ordinarily, any twelve years ſince the beginning, &c. been turned from Tillage to Paſture, by whom, and when?

6. *Item*, How many Ale-houſes be in that Hundred, and in what places, and where they be? how many be licenſed, and by whoſe licenſe, and how many without licenſe, and who

who they be, and whether puniſhment have been done to the offenders, according to the Statute?

7. *Item*, Whether ſuch Ale-houſes as are licenſed, do obſerve the Articles preſcribed to them?

8. *Item*, Who have made any ingroſſing, fore-ſtalling or regrating within their Hundred, and whereof, and where put in ure?

9. *Item*, Who they be that made Mault to ſell, of Corn not being of their own Tilth or Rent-corn, not being licenſed thereunto, according to the Statute lately made?

10. *Item*, To obſerve and anſwer how Vagabonds are taken up and puniſhed, and to ſee how the impotent poor are provided for, without being ſuffered to wander abroad for relief out of the Pariſh.

11. *Item*, You ſhall enquire of what value and ſufficiency of eſtate and diſcretion, the Petty-Conſtable is within every ſeveral Town within his County, that hereafter no man be admitted to be a Petty-Conſtable, except he be a Subſidy man, and of good underſtanding.

12. *Item*, You ſhall enquire and preſent all Maſters that ſhall retain their ſervants out of the general petty-Seſſions, or give greater wages than ſhall be ſet down by the Juſtice, and whether the petty-Seſſions be duly kept at the times accuſtomed, ſo as none may be retained but in petty-Seſſions, except it be in caſes of neceſſity, and then the ſaid retainer to be known unto the chief Conſtable of the Hundred, and to be entred into their book.

13. *Item*, You ſhall give warning to every petty-Conſtable, that every one in his or their ſeveral Pariſh or limit, do take heed that no Cottage be new builded, that every Conſtable when he ſhall ſee any ſtuff or ſtone, clay or timber provided by any Inhabitants within his Pariſh, and minded to build a Cottage, ſhall ſpeedily give notice thereof to the Juſtices of Peace for that limit, that the ſaid Juſtices of the Peace may take preſent order for the ſuppreſſing thereof.

14. *Item*, If any Lord or Freeholder, out of his private devotion, or otherwiſe, ſhall build or erect any Cottage, not laying thereunto four acres of lands, according to the Statute, then the Juſtices of the Peace ſhall take order, that the ſaid Lord or Freeholder ſhall maintain the poor that ſhall inhabit in the ſaid Cottage; and if the ſaid Lord or Freeholder ſhall refuſe ſo to be ordered, then the ſaid Juſtices of the Peace ſhall take recognizance of ſuch Lord or Free-

Freeholder, for their appearance at the next Aſſizes, and general Goal-delivery, to anſwer for his refuſal and contempt, as for the building of the ſaid cottage.

15. *Item*, You ſhall make diligent inquiry, what unlawful games, drunkenneſs, whoredom, incontinency, evil, vile and other diſorders, be committed by Maſters of houſholds in their ſeveral families, or by their children or ſervants for want of good government of the houſholders; and to preſent the ſame; for that upon the good ordering of private families, the Common-wealth doth depend.

16. *Item*, You ſhall make diligent inquiry, what Servants before the time they were retained to ſerve, were turned out of ſervice, and for what cauſe the ſervant is ſo turned away; for that thereby many become Rogues, and idle perſons; and to preſent the ſame, to the end Maſters may be puniſhed for ſuch offence, according to their demerit in that behalf.

17. *Item*, To enquire of all Purveyors and Poulterers which buy any victuals, and ſell the ſame again at unreaſonable rates.

18. *Item*, To enquire of all Dove-houſes erected or maintained by any not being Lord of the Mannor, or Parſon of the Town.

Points of Law by R. O. *concerning Lord and Tenant*, &c.

1. IF the Lord take away any part of the demiſed premiſſes, and exclude the Tenants by walls, &c. it is an extinguiſhment of his rent.

2. If a Landlord covenant with his Tenant to rebuild any room, and do not, whereby the Tenant receiveth loſs, the Tenant may have an Action upon the Caſe, upon his Parol-covenant, wherein he may recover what he can prove himſelf damnified.

3. If the Landlord hath manure lying in the ground of the Tenant, and except it not at the demiſe, the Tenant may diſpoſe the ſame as he ſees cauſe for his own coveniency; for being a place for a manure hill, the Tenants neceſſity will require uſe of it: and that the Tenant may better and ſafer diſpoſe it, let him mix ſome of his own manure with it, and then he may either ſell it, or lay it upon what ground he will.

4. The Landlord digs a Saw-pit, &c.

After the ground let, it is the Tenants, and he may have an Action againſt any that during that time, without his conſent meddles with it.

5. The

5. The Landlord after the demiſe, lops, tops, cuts and ſells Timber, Willows, Sallows, Thorns and other wood; during the leaſe the Landlord cannot without conſent of the Tenant meddle with the woods, not being excepted in the leaſe.

6. The Tenant may cut any Water-boughs, Thorns, Willows, Alders, &c. for neceſſary Hedge-boot, Fire-boot, but not to ſell; and if he left Aſhes, 'tis an Action of Waſte in the Tenant.

7. If the Landlord lay Hay in any room of the Tenants, &c. and the Tenants Man or Maid, or himſelf, fodder his Cattle with it, what remedy hath the Landlord againſt the Tenant, and the Tenant againſt the Landlord?

An Action lieth againſt the Lord for laying his Hay there; but the property of the Hay there is ſtill notwithſtanding in the Landlord, and if the Tenant fodder his Cattle with it, the Lord hath his Action.

8. If a man let a Cow to hire, and after take her to the Market to ſell, and do not, an Action of Treſpaſs lieth againſt the Owner for driving of her to the Market.

9. If he to whom the Cow is letten ſell the Cow, and render the money to the Owner, what danger to him that ſold her?

The Cow is to be returned, and not her price; and if the Lord refuſe the price, he may bring his Action, but ſhall recover but her worth.

10. If the Lord promiſe to put in repair any houſes, &c. and do not, if any of them fall down for want of mending, what remedy hath the Landlord againſt his Tenant for not repairing the ſame?

An. If any of theſe things that the Lord was firſt to put in repair, and did not, decay, the Tenant is not bound to repair them; and if by permiſſion they come to ruine, it is the Landlords fault, and the Tenant is free.

11. If the Landlord promiſe to fence in a piece of ground, where the Tenant is to ſow Hemp and Corn, and do not, but ſo as the Tenants goods cannot be kept out, but deſtroy his Corn.

An Action upon the Caſe lying againſt the Lord upon the promiſe.

12. Cutting up timber-trees, fruit-trees, hedge-row-trees that ſhelter the houſes, are waſt; the Tenant hath intereſt in the reſt, if not excepted.

13. A.B. hath his horſe ſtrayed from him, and finds him in the cuſtody of C. D. and demands him of C. D. finding him in C. D. his draught, and C. D. will not deliver him without

out 8 *d. per* week allowance, and by delays detains the horſe till the year expired.

A. B. may recover his Horſe by Detinue, or Action upon the Action of Trover and Converſion, wherein he muſt prove the property of the horſe to be his, and the other will be allowed fitting recompence for his food, but no longer than until he was owned, and amends tendred.

14. If a Tenant upon an arbitrement give a Releaſe to the Landlord, whether will that Releaſe free any other that the Landlord hath cauſed to wrong the Tenant?

Anſw. For any thing that any other hath done joyntly with the Lord, wherein the Tenant was indamaged, this Releaſe may be pleaded in Law, but not in actions done by any other without the Lords joyning.

A Charter-party with extraordinary Covenants and Clauſes therein contained.

THis Charter-party made and indented the Three and twentieth day of *Auguſt*, in the year of our Lord God, One thouſand ſix hundred thirty and eight, according to the new ſtile, between H. C. of *Sligo* in the Kingdom of *Ireland*, Merchant, of the one part, and R. T. of *Newcaſtle* upon *Tine*, Maſter, under God, of the good Ship called the *William* of *Newcaſtle*, burthen Fourſcore Tuns, or thereabouts, of the other part, witneſſeth, That the ſaid Maſter hath letten to freight the ſaid Ship unto the ſaid Merchant, and to the ſaid Merchant hath hired her for a Voyage (by Gods grace) to be made in manner and form following; that is to ſay, the ſaid Maſter, for him, his Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and grant unto and with the ſaid Merchant, to take, receive and load in his ſaid Ship, the *William*, all ſuch goods and merchandizes, as the ſaid Merchant ſhall pleaſe to put aboard her, and the ſaid Ship can conveniently carry, over and above her victual, tackle and appurtenances, and with the next good wind and weather which God ſhall ſend, to depart hence, and ſail directly for the Iſland of *Scotland*, called by the name of the *Liewes*, to a Port lying there called L. of *Holiard*, or to any other convenient Port or Harbour in the ſaid *Liewes*, where other Shipping goeth to take in fiſh as the ſaid Merchant ſhall appoint, and there with all expedition to diſcharge all or any of the ſaid goods, and relade fiſh to the full and ſufficient loading of the ſaid Ship; and being diſpatched, to depart thence,

thence, and ſail directly for the *Downs*, or any other place or places, Port or Ports where the Merchant or his aſſigns ſhall pleaſe to order him, there to diſcharge and deliver the ſaid fiſh, and other goods whatſoever, loaden by the ſaid Merchant or his aſſigns in the ſaid Ship, and ſo to finiſh and end the ſaid indented Voyage: And the ſaid Merchant, for him, his executors, adminiſtrators and aſſigns, doth covenant, promiſe and grant, to and with the ſaid Maſter, not only to go with him in perſon for the ſaid *Lewes*, and there to load the Ship with fiſh, or any ſuch other goods as he ſhall pleaſe, and thence to ſail with them for the place or Port of their diſcharge; but alſo then and there before bulk-breaking to give ſufficient ſecurity unto the ſaid Maſter for the payment of his freight; and after ſafe delivery of the ſaid goods, to pay for freight fifty pound ſterling *per* month, for ſo long time as the ſaid Ship hath been in ſervice of the ſaid Merchant, the days leſs than a month after the ſame rate, the months pay to begin on *Friday* next, the ſeven and twentieth day of this preſent month, and to end when the laſt goods are delivered out of the ſaid Ship, at the place of her right diſcharge, and the ſaid freight to be paid within — days at the longeſt, with averige and primage, according to the cuſtom of the Sea: And moreover, the ſaid Merchant doth promiſe to provide the ſaid Maſter a ſufficient Pilot to bring the ſaid Ship in and out of the *Lewes*, and to pay all other Pilotage, Anchorage, and other duties which in any Port or Harbour during the ſaid Voyage ſhall or may be claimed in reſpect of the ſaid Ship and goods, and to provide the ſaid Ship of ſufficient Convoy, if he the ſaid Merchant or his aſſigns do require that the ſaid Ship ſhall make her diſcharge in any unfree place: Provided that the ſaid Maſter in his going for the ſaid Iſlands or *Lewes* is to put into *Tinmouth*-Haven, there to victua and provide himſelf, which time from his firſt coming in, until his coming out again to Sea, is not to be reckoned to the Merchants charge: And the ſaid Maſter doth promiſe and warrant his Ship to be ſtrong and ſtanch, and to man and victual her fitting to perform the ſaid Voyage, with all other neceſſary appurtenances. For the true performance of all which premiſſes, the ſaid parties do bind themſelves unto each other in the penalty of 500 *l.* ſterling, to be paid by the party defective unto the party obſervant.

And it is agreed by and between the ſaid parties, that the monthly freight above mentioned ſhall run and continue un-

until the ſame freight be fully paid; and that the ſaid Maſter ſhall not abide or tarry in *Tinmouth*-Haven longer than ſix days, if wind and weather ſerve. Provided that the half-deck and fore-caſtle is to be for the Maſters uſe and ſtowage.

In witneſs whereof, the ſaid parties unto two Charter-parties of this tenor, interchangeably have put their Hands and ſeals. Dated in, &c. the day and year above-written.

A Deed to revoke ſeveral uſes in ſettlement, according to a power therein reſerved.

TO all Chriſtian people, to whom this preſent writing ſhall come, Sir R. C. of *Slefford* in the County of *Lincoln* Baronet, ſendeth greeting in our Lord God Everlaſting. Whereas in and by one Indenture bearing date, &c, and made between Sir R. C. on the one part, and I. S Gentleman, ſervant of the ſaid Sir R. C. on the other part, There is (amongſt other things) one proviſo contained in theſe, or the like words, in effect hereafter following (that is to ſay) Provided likewiſe, that it is hereby further declared and agreed by and between the ſaid parties to theſe preſents, and the true intent and meaning of them, and of theſe preſents is, that if the ſaid Sir R. C. ſhall at any time hereafter during his natural life, be minded or purpoſed to alter, determine, revoke or make void all or any of the uſe or uſes, eſtate or eſtates, truſt or truſts herein before-mentioned, declared, limited or appointed, and ſhall by any Deed or Writing to be by him the ſaid Sir R. C. ſealed and ſubſcribed in the preſence of two or more credible witneſſes, declare and publiſh his mind, intent and meaning to be, to revoke, alter, or make void and fruſtrate the ſaid ſeveral uſes, eſtate and truſts, before in theſe preſents mentioned, declared, limitted or appointed, or any of them, of, for or concerning the ſaid Caſtle, Mannors, Meſſuages, Lands and Premiſſes, or any of them, or any part or parcel of them, or any of them; that then and from and after any ſuch declaration or publication ſo to be made, as aforeſaid, the ſame uſe and uſes, eſtate and eſtates, truſt and truſts, in and by theſe preſents limited, expreſſed, declared or appointed, of, for and concerning the which any ſuch declaration or publication ſhall be made, as aforeſaid, ſhall ceaſe, and become utterly void, fruſtrate, and of none effect, to all intents, conſtructions and purpoſes whatſoever; and that then and at all times from thenceforth, the ſaid I. S. and his heirs, and

and all and every other perſon and perſons ſtanding and being, or which at any time hereafter ſhall ſtand and be ſeized of the ſaid Caſtle, Mannors, Lands and premiſſes, ſhall ſtand and be ſeized of the ſame, or of ſuch part, or ſo much thereof, concerning the which any ſuch declaration or publication ſhall be made, as aforeſaid, to ſuch uſes, intents, truſts and purpoſes, as the ſaid Sir R. C. in or by any ſuch deed or writing, as is aforeſaid, or by any other deed or writing to be by him the ſaid R. C. ſealed and ſubſcribed in the preſence of three or more credible witneſſes, ſhall declare, limit or appoint; and for default of ſuch declaration, limitation or appointment, to the uſe and behoof of the ſaid Sir R. C. his heirs and aſſigns for ever, and to or for none other uſe, intent, meaning or purpoſe whatſoever, as in and by the ſaid Indenture (amongſt divers other proviſoes and things therein contained) more plainly and at large it doth and may appear. Now know ye, that I the ſaid Sir R. C. do by this my preſent deed or writing ſealed and ſubſcribed by me the ſaid R. C. in the preſence of (three) credible witneſſes, declare and publiſh my mind, intent and meaning to be, to revoke, alter and make void and fruſtrate, and I do by theſe preſents revoke, alter and make void and fruſtrate all and every the uſe and uſes, eſtate and eſtates, truſt and truſts in and by the ſaid Indenture declared, limited or appointed, of, for and concerning all and every the Caſtle, Mannors, Meſſuages, Lands, Tenements, Advowſons, and all other Hereditaments mentioned, contained and ſpecified in the ſaid Indenture, with their and every of their appurtenances, and of, for and concerning every part thereof: And I do hereby further declare, limit and appoint, that the ſaid Caſtle, Mannor, Meſſuages, Lands, Tenements, Advowſons, and all other Hereditaments with their appurtenances, ſhall remain and be, and that the ſaid I. S. and his heirs, and all and every other perſon and perſons ſtanding and being, or which at any time hereafter ſhall ſtand and be ſeized of and in the ſame, ſhall ſtand and be ſeized thereof, to the uſe and behoof of me the ſaid Sir R. C. my Heirs and Aſſigns for ever, and to and for no other uſe, intent, meaning or purpoſe whatſoever. In witneſs whereof, I the ſaid R. C. have hereunto ſet my hand and ſeal the 28 day of *February*, in the year of our Lord God, according to the computation uſed in *England*, 1651.

An Indenture of Co-partnerſhip, between four Merchants.

THis Indenture Quadripartite, made the, &c. between R. B. Citizen and Goldſmith of *London*, of the firſt part, W. C. Citizen and Goldſmith of *London*, of the ſecond part, T. B. Citizen and Goldſmith of *London*, of the third part, and T. L. of *London*, Merchant-Adventurer, late ſervant of the ſaid R. B. on the fourth part, witneſſeth, That the ſaid R. B. W. C. T. B. and T. L. in conſideration of the fidelity, truſt, confidence and good opinion which every one of them always hath had, and yet hath and repoſeth in every other of them, have joyned themſelves to be Co-partners together in the Trade of merchandizing, that is to ſay, in buying, ſelling, uttering, vending or retailing of all ſorts and kinds of wares, and all other kinds of buſineſſes to the Trade of a Merchant incident, belonging or appertaining, and the ſaid Co-partnerſhip to continue between them, from the firſt day of this inſtant moneth of *March*, for and during the term and ſpace of three whole years from thence next enſuing and fully to be compleat and ended; And to that end and purpoſe, they the ſaid R. B. W. C. T. L. and T. B. have before the day of the date of theſe preſents delivered into ſtock (to be uſed and imployed in the ſaid Trade of Merchandizing, as well within the Territores of *England*, as elſewhere in ſeveral places in the parts beyond the Seas,) in money, cloth, wares, debts, merchandizes, adventures abroad, and here in *England*, adventures now already upon the Seas, and beyond the Seas, ſuch ſeveral ſtock and ſtocks, and ſum and ſums of money as are ſpecified and expreſſed in a Schedule indented to theſe preſents annexed of the particular and proper ſtock ſeverally put in, and ſeverally belonging to each one of the ſaid ſeveral parties for their ſeveral quantity and proportion, being in the ſaid Schedule ſeverally ſet down, mentioned and declared, as by the ſame more fully and plainly it doth and may appear: It is now covenanted, granted, concluded, condeſcended, and fully agreed by and between all the ſaid parties to theſe preſents, and each one of the ſaid ſeveral parties for himſelf reſpectively, and for his own particular part, and for his own ſeveral and particular Executors and Adminiſtrators, do and doth ſeverally, and not joyntly covenant, grant, promiſe and agree to and with every and each other of the ſaid parties, his and their ſeveral Executors and Adminiſtrators by theſe preſents in manner and form following, that is to ſay, that every

every and each of the ſaid parties for himſelf during and by all the ſaid ſpace of three years (if all the ſaid parties ſhall ſo long live) ſhall continue and abide together as joynt occupiers and partners, and that every and each of the ſaid parties ſhall from time to time, during and by all the ſaid term (if they ſhall ſo long live) do their and every of their reaſonable endeavours and diligence, by all the ways, labours and means that each of them can or poſſibly may, to the uttermoſt of their power, wit, cunning and knowledge, and for the moſt benefit, profit and advantage of every and each other, faithfully and truly imploy, buy, ſell, and merchandize, with all ſuch and ſo much of the ſaid whole ſtock, as ſhall in all manner of wiſe come to be committed to each one of their ſeveral charge, diſpoſition and government,, and the gains and encreaſe of every ſuch part. And it is the true intent and meaning of all the ſaid parties to theſe preſents, that the ſaid W. C. ſhall manage the buſineſs and affairs for, &c. in the parts of *Spain* during the good liking of the ſaid R. B. and there for the moſt part reſide, and have his continuance and being, the ſaid T. L. to manage the buſineſs and affairs for *Stoad*, *Germany*, and thoſe parts, during the good liking of the ſaid R. B. and there be for the moſt part to reſide and have his continuance and being, and the ſaid R. B. and B. T. to manage the buſineſs and affairs for *England*. And it is covenanted, granted and agreed by and between all and every the ſaid parties to theſe preſents, that all ſuch gain, profit or encreaſe as God ſhall ſend, and as ſhall come, grow or ariſe by reaſon of the ſaid Trade and joynt occupying, as is aforeſaid, ſhall be from time to time during the ſaid joynt occupying, equally and indifferently parted and divided in manner following, that is to ſay, to every one of the ſaid parties, their Executors and Adminiſtrators, a juſt, equal and rateable part and proportion in and upon every 100 *l.* rateable and proportionably, according as to the quantity of each ones ſeveral ſtock by them ſeverally put in and appearing in the ſaid Schedule, the ſame for his and their parts of the gains, profit and encreaſe, ſhall ariſe and amount unto. And likewiſe that all ſuch loſſes, hurt and detriment as ſhall happen by the ſaid joynt occupying by evil debtors, adventures of the Seas, or otherwiſe, without fraud or coven, ſhall be paid and born in each ones ſeveral part and portion, according to the manner and form of the divident of the gains aforeſaid. And it is covenanted, granted and agreed by and be-

tween all and every of the said parties to these presents: and each one of the said parties for himself respectively, for his own several and particular part, and for his own several Executors and Administrators, do and doth severally, and not joyntly, covenant, promise, grant and agree to and with every and each other of the said parties, his and their several Executors and Administrators by these presents, That there shall be had and kept from time to time, during all the time of their joynt occupying and Co-partnership together, as aforesaid, as well for the accompt and affairs on this side the Sea, and likewise for the several accompts and affairs severally beyond the Sea, perfect, just and true Books of accompts and reckonings of all the said whole trade and dealing, as much as in each one his several power, and as concerning that place or places, and the business and affairs thereunto appertaining, wherein or whereunto he shall be used or imployed, shall and may be and lie, which shall be had, used and occupied by reason of the said joynt occupying: And that the said R. B. and T. B. shall have the custody and keeping of the Books of accompt for *England*, and all things concerning the trade of *England*, the said W. C. shall have the custody for the Books concerning the trade for *Spain*, and the said T. L. shall have the custody and keeping of the Books concerning the trade for *Swaide* and *Germany*; in every of which the said Books, shall be according to the possibility of each ones power, justly and truly entred and set down all manner of goods, wares and merchandizes whatsoever, either bought or sold by means or reason of the said Co-partnership and joynt occupying, with all debts thereof, or therefrom from time to time to be made, together also with all the gains, profit, commodity, winning or encreasing (as God shall send) and shall come of and by reason of the said joynt occupying, and also of such costs, losses, charges, and expences, as any of them shall be expended, disbursed, laid forth, had or suffered by any ways or means by reason of the said joynt occupying: which said book shall be used in common to and for the behoof of every and each of the said several parties, their and every of their several Executors and Administrators, to have free access and recourse unto, without let or interruption of each other, or the Executors, Administrators or Assigns of each other. And also, that every and each one of the said parties shall from time to time, during all the time of their said joynt occupying

and

and Co-partnerſhip together, as is aforeſaid, according to the poſſibility reſpectively in each one of them, ſhew and make privy each unto other, and to ſuch of the Servants and Apprentices of each other, that ſhall attend upon the ſaid trade, all the affairs and dealings of the ſaid trade needful and neceſſary therein, thereabouts, or thereunto belonging, or to be manifeſt, or made known. And alſo, that every and each one of the ſaid parties twice in every year yearly during the ſaid term (or oftner if need require) at and upon the reaſonable requeſt of any of them to the other, ſhall to the beſt and uttermoſt of each ones power and knowledge, and as much as in him, or them be or may be, make, yield, render and perfect unto every and each other, or to the Executors or Aſſigns of every and each other, at or in the City of *London*, a juſt, true and perfect accompt and reckoning of all the ſaid ſtock and ſtocks in the ſaid Schedule mentioned, and alſo of all ſuch other Goods, Wares, Merchandizes and ready money, as at any time hereafter during their ſaid trade and joynt occupying together, ſhall come to any of their ſeveral hands, occupying, cuſtody or governance, or to the hands of any other perſon or perſons, to any of their ſeveral or joynt uſes, or by any their joynt and ſeveral deliveries or appointments, or by the delivery or appointment of any the Factors or Servants of them, or any of them, by reaſon of the ſaid joynt occupying: And alſo of all the gains, profits and encreaſe that God ſhall ſend of the ſame Stock, Goods, Wares, Merchandizes, and ready Money or otherwiſe, by reaſon or occaſion of the ſaid joynt occupying, and alſo of all ſuch debts and duties as ſhall be owing unto the ſaid parties, or any of them, and by them to be owing to any perſon or perſons by reaſon of the ſaid joynt occupying; and that upon the perfecting and finiſhing of every ſuch accompt, all the ſaid parties, their Executors and Adminiſtrators ſhall ſubſcribe their names to the ſame, witneſſing each ones conſent and agreement thereunto, for avoiding of doubts and queſtions which otherwiſe might happen to enſue.

And further, That it ſhall and may be lawful to and for every and each of the ſaid ſeveral parties, and their Executors, Adminiſtrators, Servants, Factors and Aſſigns of them, and every or any of them, at all convenient and ſeaſonable time and times, during all the time of their joynt occupying together, at the liberty and pleaſure of any of the ſaid parties, their or any of their Executors, Adminiſtra-

tors, Servants, Factors or Aſſigns, to have aceeſs and recourſe to the Books of Accompt and Reckoning, and to the Notes and Remembrances appertaining to the ſame, any ways touching or concerning the ſaid Trade of joynt occupying; and to ſearch, peruſe, and examine for the better diſcerning and trying out of all things, how and in what ſort and condition the ſaid Trade and joynt occupying doth and ſhall from time to time proceed and ſtand. And it is further covenanted, granted, concluded and agreed by and between the ſaid parties to theſe preſents, and every one of the ſaid ſeveral parties before-named for himſelf reſpectively, and for his ſeveral Executors and Adminiſtrators, do and doth ſeverally and not joyntly, covenant, promiſe, grant and agree to and with the other of them, his and their Executors, Adminiſtrators and Aſſigns by theſe preſents, that no bill, writing, contract or bargain ſhall be made, at any time, during the ſaid joynt occupying together in the parts beyond the Seas, for any matter touching the ſaid trade, otherwiſe than in the name of the ſaid R. B. &c. if the ſame with reaſonable conveniency may be done: And that there ſhall no private occupying or trade of buying and ſelling, be had, uſed or occupied by any the ſaid ſeveral parties, or any of their Factors, Servants or Apprentices, or any of them, or by any other to or for their uſes, benefits or behooſs, in any wiſe or condition whatſoever, at any time or times during the time of their ſaid Copartnerſhip, to the hurt and injury of the ſaid General Trade, other than ſuch as that the gain, commodity, advantage and profits thereof, ſhall equally be to the uſe of them the ſaid R. B. W. G. T. I. and T. B. proportionably, according to the rate and proportion of their ſeveral ſtocks aforeſaid; ſaving that it ſhall and may be lawful to and for the ſaid R. B. at his liberty and pleaſure, with his overplus of ſtock at any time or times, during the Copartnerſhip, to uſe his Trade to and for the *Eaſt-Indies*, and alſo for imploying of his ſhips, and to ſend and diſpoſe any other his money out by way of Loan or Uſe; and ſaving that it ſhall or may be lawful to and for all the ſaid parties, during the term of their ſaid Trade, to deal for other men, with whom they ſhall no ways have any partnerſhip, and not hinder or be injurious to the ſaid joynt Trade, and to receive the Factorige thereof to their own proper uſe; any thing aforeſaid to the contrary in any wiſe notwithſtanding. And it is further covenanted, granted, concluded and agreed,

agreed by and between the ſaid parties to theſe preſents, and each one of the ſaid ſeveral parties for himſelf reſpectively, and for his ſeveral Executors, Adminiſtrators and Aſſigns, do and doth Interchangeably, ſeverally and reſpectively, and not joyntly, covenant, grant and agree to and with the other of them, his and their Executors, Adminiſtrators and Aſſigns, by theſe preſents, , that they the ſaid R. B. W. G. T. L. and T. B. their and every of their Executors and Adminiſtrators, ſhall and will within the ſpace of two months next enſuing the end, determination or diſſolution of the ſaid term of Co-partnerſhip, whether the ſame be by expiration of the ſaid term of three years, or by the death and deceaſe of any of the ſaid parties, whichſoever of the ſame ſhall firſt happen, at or upon the requeſt of every or any of them, unto the other, or the Executors or Adminiſtrators of any of them, make, yield, render and perfect every one each of them to the other, and the Executors and Adminiſtrators of every and each of them, unto the other, at the now dwelling-houſe of the ſaid R. B. ſituate, &c. a juſt, true, perfect and final accompt and reckoning in writing to the uttermoſt of every and each mans power and knowledge, of all and every the ſaid ſtock and ſtocks mentioned in the ſaid Schedule, and of all the gains and encreaſe, loſs and damage which God ſhall ſend, and which ſhall grow to or by the ſame, and of all goods, wares, merchandizes and commodities, before that time, had, bought, ſold or dealt in with the ſame ſtock or ſtocks and gains aforeſaid, and of all debts made and being due, ſum and ſums of money received or paid out by means or in reſpect of the ſaid Trade, and generally of all buying, bargaining, ſelling, trading and merchandizing, by the ſaid parties or any of them, with the ſaid ſtock or ſtocks, and gains and increaſe thereof aforeſaid, and that then upon the perfecting and finiſhing of the ſaid final accompt, ſo as aforeſaid to be made and done, all and every the ſaid ſtock and ſtocks in the ſaid Schedule mentioned then remaining, and the gains, winning and encreaſe which God ſhall ſend, and ſhall appear to become and growing thereof, or by reaſon of the ſaid Trade aforeſaid, whether the ſame ſhall conſiſt in money, wares, debts or otherwiſe, ſhall be indifferently parted, ſhared, paid and divided to and amongſt the ſaid parties, their Executors and Adminiſtrators, in kind proportionably and rateably, without fraud, deceit or diminiſhing, in that full meaſure, as each ones ſeveral

part

part ſhall juſtly and truly, in a true reckoning and computation thereof, ariſe and amount unto, in and upon every hundred pounds thereof, according to the quantity of each ones ſeveral ſtock and ſtocks in the ſaid Schedule appearing and mentioned, and according to the plain true intent and meaning of theſe preſents; and that ſuch part and portion of the ſaid ſtock and gains, as upon the perfecting of the ſaid final accompt, ſhall appear to be and conſiſt in the debts and duties, due and owing to the ſaid parties, or any of them, ſhall alſo from time to time, as the ſame, or any of them ſhall be recovered or gotten in, by the ſaid parties, or any of them, be alſo parted, ſhared and divided to and amongſt the ſaid parties, according to the like rate, order, diviſion and proportion as is before herein alſo expreſſed and ſet down, the debts, duties and other charges then to be owing or payable by the ſaid parties, or any of them, for or in reſpect of the ſaid joynt trade, being firſt and before all things, thereout paid, deducted and allowed, and likewiſe the loſſes, if any ſhall be, to be in like proportion born and ſuſtained, according to the rateable diviſion of the gains aforeſaid; and that then they the ſaid parties and every of them, their Executors and Adminiſtrators, immediately upon the perfecting and finiſhing of the ſaid final accompt, partition and diviſion as aforeſaid, ſhall and will do their, and every of their endeavours, by all the lawful ways and means that they, or any of them may or can, for the more ſpeedy recovery and getting in of all and every the ſaid ſeveral debts and duties, from time to time to be due, or owing to them, or any of them, as part of the gains and ſtock aforeſaid. And that the charges of ſuing for, and getting in, of the ſaid debts and duties from time to time, ſhall be born and paid by all the ſaid parties rateable according to the quantity of their ſeveral ſtocks and gains aforeſaid. And that if it ſhall happen any the ſaid parties to dye, or depart this life during the ſaid Co-partnerſhip, that then in any ſuch caſe no Right of Survivor or Survivorſhip ſhall hold or take place, or be by them, or any of them any wiſe challenged, claimed or demanded, but that they the ſaid parties, and every of them, ſhall and may lawfully give, deviſe, diſpoſe and diſtribute his and their parts and portions of the ſaid ſtock and ſtocks, gains and increaſes to them ſeverally and properly to belong and to be due and belonging, by the true intent and meaning of theſe preſents, by their, or any of their laſt Wills and Teſtaments,

Teſtaments, or by any other gift or deviſe, as fully and amply, as they, or any of them could or might do of their own proper money and goods, not pertinent to this accompt or joynt trade. And likewiſe the executors and adminiſtrators of every ſuch perſon and perſons ſo deceaſing, may have and enjoy his and their full rateable part and portion of the ſtock and ſtocks aforeſaid, and of the gains and increaſe thereof, according to the true intent and meaning of theſe preſents, without any let, trouble, hindrance, or interruption of any other of the ſaid parties ſurviving or overliving, his or their executors, adminiſtrators or aſſigns, or any of them; any Uſage, Law, Cuſtom or other impediment to the contrary thereof notwithſtanding. And that all the ſaid parties and perſons, before-mentioned, their Executors and Adminiſtrators, at all times, as well during the ſaid term of Co-partnerſhip, as afterwards, until the end of the whole buſineſs ſhall be fully finiſhed and brought to perfection, by all the good ways and means that poſſibly can or may be, ſhall be aiding and aſſiſting unto every and each other of them, their Executors and Adminiſtrators, for the obtaining, ſpeedy getting, quiet holding and enjoying of every and each ones private and particular parts or portions to him or them to be due upon the partition or diviſion aforeſaid, according as to right and equity therein appertaineth and belongeth, and that without fraud or coven. And it is the intent, plain and true meaning of every and each one of the ſaid parties to theſe preſents, and each one of the ſaid parties for himſelf reſpectively, for his own ſeveral and particular part, and for his own ſeveral and particular Executors and Adminiſtrators, do and doth interchangeably, ſeverally, and not joyntly, covenant and grant to and with every and each one of them the ſaid parties, his and their ſeveral Executors and Adminiſtrators, by theſe preſents, That it ſhall not be lawful to or for any of the ſaid parties at any time, during the ſaid Co-partnerſhip, to take out or diminiſh any part of the ſaid ſtock, or any the gains and increaſe thereof, other than ſuch ſum and ſums of money as hereafter in and by theſe preſents is licenced and allowed; and that no charge ſhall in any wiſe be put to the account of the Co-partnerſhip, but ſuch as ſhall be for the trade of Merchandizing in trade, and occupying of the ſtock and ſtocks aforeſaid, and the gains and increaſes that of them and concerning the ſame ſhall come, ariſe or increaſe, unleſs it be convenient houſe-room, and ware-houſe-

rooms,

rooms in the parts beyond the Seas, and for ſuing and getting in of debts and duties belonging to the joynt-trade, and other neceſſary charges belonging to merchandize, neceſſary and behoveful for their ſaid joynt occupying, to be born to the general accompt of the ſaid joynt-trade, the charges or ware-houſe-room, diet, lodging, and ſuch like, for the time any of the ſaid parties ſhall be within the City of *London*, during the time of the ſaid Copartnerſhip, to be upon the particular and ſole charge only of the ſaid R B. his Executors and Adminiſtrators. And it is covenanted, granted, concluded and agreed by and between all the ſaid parties to theſe preſents, and each one of the ſaid parties for himſelf reſpectively, and for his own ſeveral and particular part, and for his own ſeveral Executors and Adminiſtrators, do and doth, &c. by theſe preſents, That he the ſaid W. C. by way of further recompence, his Executors or Adminiſtrators, ſhall every year yearly, for and during all the time of the ſaid Copartnerſhip, be yearly allowed out of the joynt-ſtock and general account, and thereby to be born, the yearly ſum of 148 *l.* of lawful, &c. over and above all other his gains and allowance herein before mentioned, 100 *l.* yearly, whereof it ſhall or may be lawful to and for the ſaid W. C. to take out of the ſame, to uſe, ſpend, beſtow and convert at his own free will and pleaſure, ſo far forth that the ſaid W.C. do leave yearly the reſidue, being the ſum of 84 *l.* to reſt, remain and run to and in uſe to and with the ſaid general ſtock, during the ſaid Co-partnerſhip: The profit and loſs of which yearly ſum of 84 *l.* to be divident to and amongſt the ſaid parties in like manner, according to the diviſion and proportion of their ſeveral ſtocks aforeſaid, and the 84 *l.* yearly being the principal, together with ſo much of the ſaid yearly rent of 100 *l.* not formerly taken out, at the end and determination of the Co-partnerſhip, to be to the ſaid W. C. his Executors and Adminiſtrators fully ſatisfied and paid, or otherwiſe by him the ſaid W.C. his Executors or Adminiſtrators, out of his accompt to be deducted, and defalked; and that he the ſaid T. L. his Executors or Adminiſtrators, ſhall by way of further recompence every year yearly, for and during, &c. *prout ſupra*, for W. C. any matter, cauſe, article or thing before in theſe preſents contained or rehearſed to the contrary thereof, in any wiſe notwithſtanding. And finally, it is covenanted, granted and agreed by and between the ſaid parties to theſe preſents, that each one of the ſaid ſeveral parties

be-

before-named, for himſelf reſpectively, and for his ſeveral Executors and Adminiſtrators, do and doth interchangeably, ſeverally, and not joyntly, covenant, promiſe, grant and agree to and with each other and every of them, his and their ſeveral Executors, Adminiſtrators and Aſſigns, by theſe preſents, that if it ſhall fortune any variance, ſuit, difference, doubt, controverſie, diſcord or contention to happen, grow or be moved by and between the ſaid parties, or any of them, or the Executors or Adminiſtrators of them, or any of them, for, or upon, or by reaſon of the ſaid Trade and joynt occupyings, or any matter or thing thereupon depending, upon, or by reaſon of any matter or thing in theſe preſents expreſſed or ſet down, that then, and ſo often from time to time, as the ſame ſhall ſo happen, and before any ſuit ariſe, or trouble ſhall be attempted or ſought by any of them, againſt all the other: all and every the ſaid variances, differences, ſtrifes, doubts, controverſies and contentions, ſhall from time to time, be referred and ſubmitted to the hearing, order, award and determination of four honeſt perſons, being of the Company of Merchant-Adventurers of *England*, for the time being, whereof one ſhall be choſen for the ſaid R. B. his Executors or Adminiſtrators, one other, &c. for the other three, as Arbitrators in and for all and every the premiſſes, if they ſhall be content to undertake the variances, ſtrifes and contentions, ſo to them to be referred, within the ſpace of one month next after ſuch referment and ſubmiſſion to them made: And further, that they the ſaid R. B. W. C. T. L. and T. B. and every of them, their and every of their Executors and Adminiſtrators reſpectively, for their and every of their own ſeveral and particular parts, ſhall and will from time to time ſtand to, abide, obey, perform, fulfil and keep all and every ſuch end and ends, determination and judgment, as by the ſaid four perſons, ſo as aforeſaid to be choſen, ſhall from time to time be had, made and given up in writing, for and in the behalf of the ſaid parties, as touching any the variances or differences aforeſaid, without any further coven or deceit. In witneſs, &c.

An acknowledgment of a truſt in an Indenture of Bargain and Sale.

THis Indenture made, &c. Whereas T. W. of, &c. by this Indenture of Bargain and Sale, bearing date, &c.

&c. for the consideration therein mentioned, did grant, bargain and sell unto the said J. H. S. T. A. P. and R. L. their Heirs and Assigns for ever, all that Manner, &c. (recite the bargain and sale to the end of the *Habend.*) as in and by the said Indenture of bargain and sale, amongst divers other Covenants, Grants and Agreements therein contained, more at large it doth and may appear. Which said recited Indenture of bargain and sale was so made unto the said I. H. S. T. and A. P. of meer and special trust and confidence, to and for the only use, benefit and behoof of the said S. S. his Heirs and Assigns. Now this Indenture witnesseth, that the said I. H. &c. do hereby confess and acknowledge, that the said recited Indenture of bargain and sale, was, and is made to and in the Names of them the said I. H. &c. of meer and special trust and confidence, to and for the use and behoof of the said S. S. his Heirs and Assigns for ever. And further, the said I. H. &c. in accomplishment and performance of the trust and confidence aforesaid, do for them, and every of them, covenant and grant joyntly and severally to and with the said S. S. their Heirs, Executors, Administrators and Assigns, by these presents, that they the said I. H. &c. their Heirs and Assigns, shall and will from time to time hereafter, upon reasonable request thereof to be made, and at the costs and charges in the Law of the said S. S. his Heirs and Assigns, bargain, sell, convey and assure the said Manners, and all and singular other the premisses by the said recited Indenture of bargain and sale granted and sold, or meant, mentioned or intended to be thereby bargained and sold, and every part and parcel thereof, with their and every of their appurtenances, unto the said S. S. his Heirs and Assigns for ever, in such sort, manner and form, as by the said S. S. his Heirs and Assigns, or his or their Counsel learned in the Law, shall be reasonably devised or advised and required; so always, that the same Conveyances or Assurances, or any of them, contain no further or other warranties than only against the said I. H. &c. and their Heirs. And further, that at any time of the making and passing of such Conveyance or Assurance as aforesaid, the said Mannor, and all and singular other the premisses, shall be free, clear and discharged of and from all and all manner of former bargains, sales, gifts, grants and incumbrances whatsoever, then before had, made, committed or done by them the said I. H. &c. or any of them, or of or by any other person or persons whatsoever, lawfully

lawfully claiming by, from or under them, or of any of them. In witneſs, &c.

An acknowledgment of a truſt by a Deed poll of a Leaſe.

TO all, &c. I T. M. of, &c. ſend greeting, &c. Whereas C. D. of, &c. by one Indenture of Leaſe made between, &c. and, &c. hath demiſed, &c. as in and by, &c. Now know ye, I the ſaid T. M. do hereby confeſs and acknowledge, that the leaſe or demiſe of the premiſſes aforeſaid, was and is made to and in the name of me the ſaid T. M. in truſt and confidence, and to the intent that I the ſaid T. M. ſhould upon the requeſt of the ſaid E. G. her Executors, Adminiſtrators or Aſſigns, aſſign and convey the ſaid Leaſe and premiſſes to her the ſaid E. G. her Executors, Adminiſtrators or Aſſigns, or to ſuch other perſon or perſons, as ſhe or they in that behalf ſhall name or appoint: and therefore in accompliſhment and performance of the truſt and confidence aforeſaid, I the ſaid T. M. for me, mine Executors and Adminiſtrators, do covenant and grant, to and with the ſaid E. G. her Executors, Adminiſtrators or Aſſigns, by theſe preſents, that I the ſaid T. M. my Executors, Adminiſtrators and Aſſigns, ſhall and will from time to time, upon the reaſonable requeſt, and at the coſt and charges of the ſaid E. G. her Executors, Adminiſtrators or Aſſigns, aſſign and ſet over the abovementioned premiſſes, and every of them, and all the eſtate and intereſt of me the ſaid T. M. my Executors and Adminiſtrators, in and to the ſame, clear and diſcharged of all incumbrances by us, or any of us to be done or committed, unto the ſaid E. G. her Executors or Adminiſtrators, or to ſuch perſon or perſons as ſhe or they ſhall name or appoint. In witneſs, &c.

A Conveyance of Lands to the uſe of a mans Heirs, with the profit during the Heirs minority, limited to the payment of the Donors debts, and performance of the Teſtament.

THis Indenture made, &c. between the Right Honorable W. Viſcount *Hereford*, &c. of the one part, and the Right Honourable A. Lord *Grey*, *& alii*, &c. on the other part, witneſſeth, That the ſaid Viſcount, for and in conſideration of the fatherly good-will, favour and affection which the ſaid Viſcount beareth towards R. and W. the two Sons of the ſaid Viſcount, and for the advancement and preferment of the heirs males of the body of the ſaid Viſcount lawfully to be

be begotten, and for other the conſiderations hereafter in theſe preſents mentioned and expreſſed, hath given, granted, enfeoffed and confirmed, and by theſe preſents doth give, grant, enfeoff and confirm unto the the ſaid A. Lord *Grey*, &c. all thoſe his Mannors, &c. with all and ſingular Liberties, Courts, views of Frank-pledge, Fairs, Commodities, Franchiſes, Priviledges, Juriſdictions, Preheminences, emoluments and appurtenances whatſoever to or with the ſaid Mannors, Lands, Tenements or Hereditaments uſed or enjoyed, in or out of the ſame, or any of them, or any part or parcel thereof, iſſuing, renewing, happening, uſed or exerciſed, and all, &c.

To have and to hold, &c. to the ſaid A. L. G. &c. and their heirs for ever, to the uſe and behoof of the ſaid V. for term of his life, without impeachment of waſte, and after the deceaſe of the ſaid V. and during the time that the ſaid R. D. Son, and now Heir apparent of the ſaid V. or any other, being the Heir of the ſaid V. ſhall be under the age of 21 years, and until ſome Heir of the ſaid V. ſhall have accompliſhed the full age of 21 years, to the uſe of the ſaid A. L. G. and the Survivors and Survivor of them, and the Executors, Adminiſtrators of the Survivor of them upon truſt, and to the intent and purpoſe that the ſaid A. L. G. &c. and the Survivors and Survivor of them, and the Executors and Adminiſtrators of the Survivor of them, ſhall take, receive, levy, poſſeſs, uſe and enjoy the rents, iſſues, profits, revenues, commodities and emoluments of all and ſingular the ſaid Lordſhips, Mannors, Lands, Tenements and Hereditaments, and other the premiſſes, with the appurtenances, and the ſame employ during ſuch minority or minorities, as is aforeſaid, for and towards the performance, payment and ſatisfaction of all the legacies and bequeſts of money, annuities for years, and debts of the ſaid V. to be mentioned in the Teſtament and laſt Will of the ſaid V. according to the tenor, purport and true meaning of the ſaid V. in his ſaid Teſtament and laſt Will to be declared, and to the uſe and intent that the ſaid Feoffees, and the Survivor and Survivors of them and their Heirs, ſhall with the profits, revenues, commodities, iſſues and emoluments, coming, growing and ariſing of and in all and ſingular the ſaid Lordſhips, Mannors, Lands, Tenements, and Hereditaments, beſtow, diſburſe and expend from time to time the competent and neceſſary charges in the Law, and otherwiſe for the defence and maintenance of the poſſeſſion and title of all and ſingular the premiſſes, and every or any part thereof, and for the reparation and defence

ſence of buildings, edifices, houſes and Sea-walls in and upon the premiſſes, or any part thereof from time to time neceſſary, meet and convenient to be disburſed and expended, until ſuch time as the ſaid legacies, debts and bequeſts of the ſaid V. to be mentioned in his Teſtament, ſhall be performed, and until ſome heir of the ſaid V. ſhall have accompliſhed the full age of 21 years, and after ſatisfaction of the ſaid Legacies, debts and annuities, and for the ſurpluſage that ſhall ſurmount the ſame debts, legacies and annuities, and other the charges aforeſaid ſatisfied, to the uſe and intent, that the ſaid A. L. G. &c. ſhall imploy and ſuffer the premiſſes and ſurpluſage thereof, to go, remain and come to the uſe, profit and benefit of the heirs of the ſaid V. And after the heirs of the ſaid V. ſhall accompliſh the full age of, &c. that then the ſaid A. L. G. &c. and their heirs, ſhall ſtand and be ſeized of and in all and ſingular the ſaid Mannors, &c. to the uſe of the ſaid R.D. and the heirs males of his body lawfully begotten; and for default of ſuch heirs males of the body of the ſaid R. D. lawfuly begotten, to the uſe and behoof of the ſaid W. D. ſecond ſon of the ſaid V. and the heirs males of his body lawfully begotten; and for default of ſuch heirs males of the body of the ſaid W. D. lawfully begotten and to be begotten, to the uſe and behoof of the heirs males of the body of the ſaid V. lawfully begotten; and for default of ſuch heirs, to the uſe of the heirs of the body of the ſaid V. and for default of ſuch iſſue, to the uſe of the right heir of the ſaid R. for ever.

Provided always, and it is the true meaning, uſe and intent of theſe preſents, That if the ſaid V. at any time hereafter during his life time, ſhall demiſe, grant or leaſe the ſaid Mannors, Lands, Tenements and Hereditaments aforeſaid, and other the premiſſes by theſe preſents granted or aſſured, or any part or parcel thereof, by his deed indented under his ſeal, and with ſubſcription of his name with his own proper hand, for term of any year or years, life or lives: That then, and immediately from and after every ſuch leaſe, demiſe or grant, or ſuch leaſes, demiſes or grants, ſo to be made by the ſaid V. the ſaid L. L. G. &c. and their heirs, ſhall ſtand and be ſeized of and in the ſaid Mannor, &c. ſo to be leaſed or granted, To the uſe and behoof of the ſame Leſſees or Grantees, and every of them, and of their ſeveral executors, adminiſtrators and aſſigns, during the terms and ſpace mentioned in the ſaid ſeveral leaſes, grants and demiſes, ſo to be made, according to the tenor, form and effect of the ſame leaſe, grant or

demiſe, leaſes, grants or demiſes, ſo that the yearly rent or rents mentioned or reſerved by the ſaid V. in ſuch leaſe, demiſe or grant, leaſes, demiſes or grants, be yearly paid to the ſaid V. during his natural life, and after his deceaſe to ſuch perſon or perſons, as by the proper and true meaning of theſe preſents, ought to have the Reverſion or Remainder, Reverſions or Remainders of the Lands, Tenements or Hereditaments ſo to be leaſed or granted, within the ſpace of twenty days next after reaſonable requeſt to be made for the payment thereof: And ſo that the ſame Leſſees or Grantees, their Executors, Adminiſtrators, and Aſſigns, do well and truly perform the conditions to be comprized in the Indenture or Indentures of their ſaid ſeveral demiſes or grants, according to the effect and true meaning of the ſame Indenture or Indentures.

And that the ſaid A. L. G. &c. ſhall ſtand and be ſeized of the Reverſion and Remainder, the Reverſions and Remainders of the Mannor, Lands, Tenements and Hereditaments ſo to be ſealed or granted, and after the determination thereof, Then alſo of the ſame Mannor, Lands, Tenements or Hereditaments, ſo to be leaſed or granted, to ſuch uſes and intents as they the ſaid L. G. &c. ſhould have ſtood or been thereof ſeized, by the purport and true meaning of theſe preſents, if any ſuch leaſe or grant had been thereof made; and that of and for ſuch eſtate and eſtates, in ſuch order and degree, with the ſame remainders, and in ſuch manner and form, to all intents and purpoſes as they ſhould have ſtood or been thereof ſeized by the purport and true meaning of theſe preſents, if no ſuch leaſe or grant had been thereof had or made. (Here followeth a Letter of Attorney for livery of ſeizin to the Feoffees, &c.) and then a proviſo, That if the ſaid V. by his writing ſigned and ſealed in the preſence of three witneſſes, ſhall repeal, fruſtrate and determine, or declare to be determined, all or any the uſes aforeſaid, of or from the premiſſes, or any part thereof, that then and from thenceforth the ſaid uſes ſo to be determined or declared to be repealed, for all ſuch lands, and the uſes thereof, ſo to be declared determined, ſhall be void and of none effect, and that then the Feoffees ſhall thereof ſtand ſeized to the uſe and behalf of the ſaid V. and his heirs. Then followeth a Covenant on the ſaid V. S. part, that if the eſtate of the premiſſes be not effectually conveyed from him by force of this grant to the ſaid Feoffee, to the uſes before ſpecified, on this ſide the laſt day of, &c. next coming, that then and from thenceforth the

ſaid

ſaid V. and his heirs, and all others to be ſeized of the premiſſes ſo not ſufficiently conveyed, ſhall be thereof ſeized to the uſes above-ſpecified, and to ſuch uſes, and with ſuch remainder as the ſaid Feoffes or the Survivor of them ſhould have ſtood ſeized thereof, by the purport of theſe preſents, in caſe the eſtate thereof had been perfectly aſſured unto them, or any of them, according to the true meaning of theſe preſents. In witneſs whereof, as well the ſaid V. as the Feoffees, have put, &c.

Memorandum, *Of the Seizin executed with the Tenants of one of the ſaid Mannors Atturnment.*

MEmorandum, That the ſixteenth day of, &c. Livery of Seizin was delivered and given by W.W. one of the Attorneys mentioned in the Indenture hereunto annexed, of, in and upon the Farm of O. parcel of the Mannor of T. mentioned in the ſaid Indenture, and alſo of, in and upon the Mannor-houſe and Demeaſn-lands of T. by the aſſent of J. P. Leſſee for years of the ſame (ſaving his term) and alſo of, in and upon the Coppice-woods called T. P. to R. B. one of the Feoffees contained in the ſaid Indenture, according to the tenour, purport and intent mentioned in the ſaid Indenture, and for and in the name of the ſaid Mannors of T. and all other the lands, tenements and hereditaments mentioned in the ſaid Indenture, ſituate and being within the ſaid C. and in the name and behalf of all the Feoffees mentioned in the ſaid Indenture: And the Tenants of the ſaid Mannor, whoſe names are immediately under-written, at the ſame execution, hearing the Indenture read, did atturn and fully aſſent to the ſame, according to the tenor, purport, intent and uſes in the ſame Indenture mentioned.

An Indenture for the equal diviſion of Goods, where there are four Adminiſtrators together, they bearing and allowing one with another equal parts of charges in Law, in getting in the ſame, and like parts of all recovered againſt him.

THis Indenture quadripartite, made between J. C. of, &c, on the firſt part, W. C. of, &c. of the ſecond part, &c. Whereas the ſaid J. C. and A. his wife, W. C. and A. his wife, H. H. and H. his wife, and N. C. and E. his wife, in the right of the ſame their wives, together with J. H. brother of their ſaid wives, have had and taken upon them the Adminiſtration

niſtration of the goods and chattels of C. W. widow, deceaſed, late the wife of J. W. late of L. Dyer, deceaſed: and whereas alſo ſo much of the goods, chattels and debts which were of the ſaid C. as are already come to his hands, are divided into five ſeveral parts, whereof every of the ſaid J. C. W. C. H. H. and N. C. in the right of their ſaid wives, and alſo the ſaid J. H. have ſeverally had and taken their ſeveral parts of the ſame, and now are thereof ſeverally poſſeſſed.

Now this Indenture witneſſeth, That it is covenanted, granted and agreed between the ſaid parties; and the ſaid J. W. H. and N. for themſelves and their ſaid wives, and for their Executors and Adminiſtrators, and for the Executors and Adminiſtrators of every of them, do ſeverally covenant, grant and agree every of them with the other by theſe Indentures, in manner and form following, (*viz.*) That all the reſidue of the goods, chattels and debts which were of the ſaid C. in poſſeſſion or in right, which at any time or times hereafter ſhall come to the hands of any of the ſaid parties, or of the Executors or Adminiſtrators of any of them, ſhall be divided and parted into five equal parts, as aforeſaid, from time to time as the ſame ſhall happen to come to the hand of any of them, whereof the ſaid J. H. to have one part of the ſaid five parts, and that then the other four parts thereof ſhall from time to time be equally divided betwixt the ſaid J. W. H. and N. and their ſeveral Executors and Adminiſtrators, without benefit of Survivorſhip by any means to grow to ſuch of the ſaid parties or their wives as ſhall fortune to ſurvive.

And it is further covenanted betwixt the ſaid parties in form aforeſaid ſeverally, that if any Action or Suit be now depending, or hereafter ſhall be commenced againſt the ſaid Adminiſtrators of the ſaid C. W. or any of them, for any thing wherewith they ſhall be chargeable in the Law, by reaſon of the ſaid Adminiſtration by them taken as aforeſaid, That then in every ſuch caſe, the ſaid J. W. H. and N. their Executors and Adminiſtrators, and every of them ſeverally for his own part, upon notice and requeſt made and given by any one of them to the other, or by any of their Executors or Adminiſtrators, ſhall bear and pay one equal fourth part of all charges and expences to be laid out in the defence of any ſuch Suit, and one like fourth part in execution, and to the ſatisfaction to any Judgment and Recovery which ſhall happen to be given or had againſt them, or any of them, in any ſuch Suit or Action as aforeſaid.

And

And that they the ſaid J. W. H. and N. and their ſaid Wives, their Executors or Adminiſtrators, and the Executors or Adminiſtrators of every of them ſeverally for their own part, upon like reaſonable requeſt, ſhall and will do, knowledge and ſuffer in the Law towards the other of them all and every thing and things which from time to time ſhall be requiſite or needful to accompliſh and perform their Accord, Covenants and Agreements made amongſt them by theſe preſents, according to the purport and true meaning of the ſame.

And moreover, that they the ſaid parties, their Executors and Adminiſtrators, and every of them, upon like requeſt, as aforeſaid, ſhall notifie, expreſs and truly declare from time to time to the other, all ſuch goods, chattels and debts whatſoever which were of the ſaid C. and which they ſhall know and underſtand to be in any place or cuſtody, and not parted, diſtributed, ſevered and divided, according to the tenour and effect of theſe preſents, to the intent every of them may have his or their equal parts thereof, according to the tenour of theſe preſents, without fraud or coven.

And that for recovery of any debts, goods and chattels, which were of the ſaid O. to be had and recovered to and for the uſe of the ſaid parties, their Executors and Adminiſtrators, and of the ſaid J. H. and in manner and form aforeſaid, They and every of them ſhall for their equal four parts, bear and ſuſtain one equal fourth part of all coſts and charges in and about all and every the ſaid Recovery and Recoveries, to be born and ſuſtained from time to time, as ſhall be needful and reaſonable.

And it is further covenanted, granted and agreed betwixt the ſaid parties, & the ſaid parties and every of them do alſo for them, their Executors and Adminiſtrators ſeverally covenant and grant to and with the other by theſe preſents, that if it fortune the ſaid J. H. do dye inteſtate, by reaſon whereof any of the goods, chattels, money, plate or jewels of the ſaid J. ſhall grow or come by reaſon of Law, unto the ſaid parties, or their wives, or any of them, That then the Survivor or Survivors of the ſaid parties, or their ſaid wives, their Executors or Adminiſtrators, to whom any ſuch the goods, chattels, money, plate or jewels ſhall fortune to grow or come, ſhall divide the ſame into four equal and ſeveral parts, and ſhall retain to his or their uſe one part thereof, and the other three parts ſhall be ſeverally delivered unto the other three parties to theſe Indentures, to their ſeveral Executors or Adminiſtrators equally, within two months after

after they ſhall fortune to have or come by the poſſeſſion of any ſuch goods, chattels, plate, jewels, money, &c. In witneſs, &c.

A Defeazance upon a Statute excellently well penn'd, it being for the payment of Two thouſand pounds at the end of ſix months, and of 200 l. per annum *during life.*

THis Indenture made the, &c. day of, &c. in the, &c. of our Lord God, &c. between B. P. of *London* Widow, of the one part, and W. P. of *London* aforeſaid Eſquire, ſon unto the ſaid B. of the other part: Whereas the ſaid W. P. hath lately ſold and conveyed the Mannor of L. in the County of W. and divers lands thereunto belonging, unto Sir W. P. Knight, and the ſaid B. P. hath joyned with him the ſaid W. L. in the fine thereof levied, part of which ſaid Mannor and land, of the value of 200 *l. per annum*, were heretofore ſettled and aſſured upon her the ſaid B. for her life, for her Joynture, by W. P. Eſquire, deceaſed, her late husband: And whereas the ſaid W. P. is indebted to the ſaid B. the ſum of Two thouſand pounds of lawful money of *England*, which hath remained in his hands for ſome years laſt paſt, and by agreements between them, the ſaid W. P. hath hitherto paid the ſum of 200 *l. per annum*, as intereſt or conſideration for the forbearance of the ſaid money, and is ſtill to pay the like ſum ſo long as the 2000 *l.* ſhall remain in his hand. And whereas alſo the ſaid W. P. by one Recognizance or writing obligatory of the nature of a Statute of the Staple, bearing date the firſt day of this inſtant month of *April*, taken and acknowledged before Sir J. B. Knight, Lord Chief Juſtice of the Court of Kings Bench at *Weſtminſter*, according to the form of the Statute in that caſe made and provided for the recovery of debts, ſtandeth bound unto the ſaid B. P. in Five thouſand pounds of lawful money of *England*, payable, as by the ſaid recited Recognizance or writing Obligatory more plainly may appear; Now this Indenture witneſſeth, that the ſaid B. P. is contented and pleaſed, and doth for her ſelf, her executors and adminiſtrators, covenant, promiſe and grant, and agree to and with the ſaid W. P. his heirs, executors, adminiſtrators and aſſigns, and to and with every of them by theſe preſents, That if the ſaid W. P. his heirs, executors, adminiſtrators or aſſigns, or any of them, do pay, or cauſe to be paid to the ſaid B. P. or her aſſigns, the ſum of 200 *l.* of lawful money of *England* yearly, for and during the natural

natural life of her the ſaid B. at two uſual Feaſts or terms in the year, that is to ſay, the Feaſts of St. *Michael* the Archangel, and the *Annunciation* of the bleſſed Virgin *Mary*, by even and equal portions, or within one and twenty days next after either of the ſaid Feaſts, the firſt payment thereof to begin at the Feaſt of, &c. now next enſuing, or within 21 days next after the ſaid Feaſt; And likewiſe if the ſaid W. P. his Heirs, Executors or Adminiſtrators, or any of them, do and ſhall well and truly pay, or cauſe to be paid to the ſaid B.P. her Executors, Adminiſtrators or Aſſigns, the ſum of Two thouſand pounds of lawful money of *England*, within ſix months next after notice or warning given to that purpoſe to the ſaid W. P. his Heirs, Executors or Adminiſtrators, by any writing to be ſubſcribed and ſealed by the ſaid B. P. her Executors or Adminiſtrators in the preſence of two credible witneſſes, or more, and ſhall in the mean time, until the payment of the ſaid 200 *l.* pay or cauſe to be paid unto the ſaid B. her Executors, Adminiſtrators or Aſſigns, after the rate of 100 *l. per annum*, according to the agreement aforeſaid, the ſame to be paid by 50 *l.* every half year, and the firſt payment thereof to be made on the Feaſt-day of, &c. or within one and twenty days next after the Feaſt now next enſuing the date thereof: That then the ſaid recited Recognizance or writing obligatory ſhall be void and of none effect, or elſe the ſaid W. P. for him, his Heirs, Executors and Adminiſtrators, covenanteth, willeth and granteth by theſe preſents, that the ſaid Recognizance or writing obligatory ſhall ſtand and remain in full force and vertue.

A Releaſe made to a Sheriff for diſcharging of a Priſoner.

KNow all men by theſe preſents, That I G. K. of S. in the County of D. Victualler, have remiſed, releaſed and quit-claimed, and by theſe preſents do remiſe, releaſe and quit-claim unto Sir W. S. Knight, now Sheriff of the County of D. all and all manner of Actions, Suits, Troubles and Incumbrances whatſoever, which I may, might or ought to have againſt him, for or concerning the diſcharging or ſetting at liberty of F. N. of S. in the ſaid County Widow, being arreſted and impriſoned upon a *Capias ad ſatisfaciendum* out of the Court of Common-pleas at *Weſtminſter* for 60 *l.* debt, and 50 *s.* and 4 *d.* coſts at my ſuit, returnable *a die Paſchæ in unum menſem* laſt paſt. In witneſs whereof, I have hereunto ſet my hand and ſeal the 21 day of *May*, *Anno Dom.* 1627.

An Aſſignment of a Statute, by an executor, to two of the Creditors of the Teſtators, in lieu and ſatisfaction of their Debts of the ſame value, ſingularly well drawn.

THis Indenture made, &c. between J. C. of the Inner-*Temple London* Eſquire, Son and Adminiſtrator of the Goods and Chattels of W. C. late Citizen and Scrivener of *London* deceaſed, of the one part, and M. W. of *London* widow, and H. I. of *London* Gentleman, of the other part. Whereas the ſaid W. C. at the time of his death, ſtood indebted unto the ſaid M. W. in the ſum of 100 *l.* principal debt, and to the ſaid H. I. in the ſum of 200 *l.* principal debt, beſides intereſts of the ſaid debts. And whereas Sir T. P. of N. in the County of D. Knight, in and by one Recognizance of Statute, in the nature of a Statute-ſtaple, bearing date the 20 day of *July*, in the Ninth year of the Reign of the late King *Charles*, and made according to the Statute and proceed for recovery of debts, taken and knowledged before Sir R. H. Knight, then Lord Chief Juſtice of His Majeſties Court of Common-pleas at *Weſtminſter*, is and ſtandeth bound unto the ſaid W. C. in the ſum of ſix hundred pounds of lawful money of *England*, payable at the Feaſt of S. *James* the Apoſtle, then next enſuing, as by the ſaid Statute more at large appeareth. Now this Indenture witneſſeth, that the ſaid J. C. for and towards the payment and ſatisfaction of the ſaid debts, due unto the ſaid M. W. and H. I. hath given, granted, aſſigned and ſet over unto the ſaid M. W. and H. I. their Executors, Adminiſtrators and Aſſigns, the ſaid Recognizance or Statute, and all his right and intereſt therein, and all actions, extents and executions to be had or proſecuted upon the ſame, in as large and ample manner and form as he the ſaid J. C. hath, or at any time hereafter may or might have, by force of the ſaid Statute. And further, the ſaid J. C. doth by theſe preſents conſtitute, authorize and make the ſaid M. W. and H. I. his true and irrevocable lawful Attorney and Attorneys, joyntly and ſeverally to ſue and proſecute all manner of actions, ſuits, demands and executions, in and upon the ſaid Statute or Recognizance in the name of the ſaid J. C. his Executors or Adminiſtrators, and to receive or recover the ſaid ſum of 600 *l.* in the ſaid Statute mentioned, and all other ſum and ſums of money, benefit and advantage, which ſhall or may lawfully be had or gotten upon the ſaid Statute or Recognizance; authorizing them, and every of them by

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theſe preſents to retain all ſuch Counſellors and Attorneys, for the executing of the ſaid ſuits, extents and executions, as ſhall be required for the following and furthering of the ſame, and to do and execute all & every other lawful act and acts whatſoever, which ſhall be meet and expedient in and about the premiſſes: and the ſaid J. C. doth for himſelf, his Executors and Adminiſtrators, covenant, promiſe and grant, to and with the ſaid M. W. and J. H. that he the ſaid J. C. his Executors and Adminiſtrators, ſhall and will permit, ſuffer, allow, juſtifie and maintain all ſuch lawful actions, ſuits, extents and executions, as the ſaid M. W. and H. I. or any of them, their Executors or Aſſigns, ſhall and will ſue or proſecute, for the levying, taking and receiving of the ſaid ſum of 600 *l.* contained in the ſaid Statute, in the name of the ſaid J. C. his Executors or Adminiſtrators; and that all ſum and ſums of money, recoveries and executions to be had and obtained upon the ſame by any Suit, Action or Execution, or otherwiſe, ſhall be to the only uſe of the ſaid M. W. and H. I. to be divided betwixt them proportionally according to their ſeveral debts, in as large and ample manner and form as the ſaid J. C. might have had the ſame, and that the ſaid J. C. hath not, nor he, his Executors or Adminiſtrators, ſhall not at any time hereafter releaſe or diſcharge the ſaid debt contained in the ſaid Statute, nor any action, extent or execution to be had upon the ſame, nor do any act or acts in prejudice of the ſame: And further, that he the ſaid J. C. his Executors and Adminiſtrators, ſhall at any time during the ſpace of two years next after ſuch time as the ſaid Statute ſhall be executed by way of extent, make or cauſe to be made to the ſaid M. W. and H. I. their Executors, Adminiſtrators and Aſſigns, to the only uſe and behoof of them the ſaid M. W. and H. I. as aforeſaid, upon reaſonable requeſt, and at the coſts and charges in the Law of them the ſaid M. W. and H. I. their Executors, Adminiſtrators or Aſſigns, all ſuch reaſonable aſſurance and conveyance of the Land which ſhall be extended and put in execution upon the ſaid Statute, as ſhall be reaſonably deviſed by the ſaid M. W. and H. I. or either of their Executors, Adminiſtrators or Aſſigns, or their or any of their Counſel learned in the Law, diſcharged of all incumbrances done by the ſaid J. C. his Executors or Adminiſtrators. In witneſs, &c.

PKE.

PRESIDENTS FOR Bills, Anſwers, Replications, Demurrers, Rejoynders, &c. in Chancery.

A Bill to be relieved againſt Bonds, being but a Surety, and for obtaining an Injunction.

To the Right Honourable the Lords Commiſſioners of the Great Seal of England.

IN all Humbleneſs Complaining, ſheweth unto your good Lordſhips, your daily Orator, J. S. &c. That whereas about a year now laſt paſt, your ſaid Orator having but lately before attained to his full age of 21 years, and being in poſſibility of good means from his Father, was inveigled and drawn in by one I. H. of L. Goldſmith, and one G. B. whom the ſaid H. uſed for his Inſtrument therein, and did at their ſolicitations and perſwaſions, and upon their promiſes to ſupply your Orator with Money for his then preſent occaſions, enter into, and become bound, together with the ſaid B. and one I. L. then a ſtranger to your Orator, unto the ſaid I. H. in and by two ſeveral Bonds of Obligations, the one of them bearing date in or about, &c. being of the penalty of 200 *l.* with condition for the payment of 100 *l.* or thereabouts, at ſix months then following, or ſome other time in the ſaid condition mentioned, now long ſince paſt; and the other of the ſaid Bonds bearing date, &c. At the time of entring into which ſaid Bonds, your Orator was confidently told and promiſed, as well by the ſaid G. B. as by the ſaid I. H. that he your ſaid Orator ſhould have for his own uſe, all, or the greateſt part of the money mentioned in the ſeveral conditions thereof, and that he ſhould not be compelled to repay unto the ſaid I. H. any more money, but only ſo much as he ſhould receive upon the ſecurity of the ſaid Bonds, and the intereſt thereof, after the rate allowable by the Statute, and that he ſhould not be troubled with any payment, until he well were enabled by his Fathers means to diſcharge it,

it, which moved your Orator the more willingly to enter into the ſaid Bonds, he preſuming that he ſhould have had his want of ready money ſupplied thereby: but after your Orator had entred into, ſealed and delivered the ſaid Bonds, he could not get, nor did receive of, or from the ſaid I. H. the Obligee, or any other, any money at all, or other thing whatſoever, nor was there any money at all, or other thing of any value disburſed, paid or delivered by the ſaid I. H. upon, for or in reſpect of the ſaid Bonds ſo entred into, or either of them: but if any money or commodities were disburſed or delivered for or upon the ſaid Bonds, then was it of ſmall value, and that received onely by the ſaid G. B. who either converted the ſame unto and for his own private uſe, or elſe paid it back and reſtored it to the ſaid J. H. or whatſoever it were, howſoever diſpoſed of, yet had not your Orator ever any peny, or part thereof, and therefore your Orator preſumed he ſhould not have been any way troubled, ſued or moleſted, upon or by reaſon of the ſaid Bonds, or either of them, he having not received the money or any part thereof, for which the ſame were intended, nor any conſideration at all, for, or in reſpect of ſuch his entring into the ſaid Bonds, but was greatly diſappointed for want thereof, to his no ſmall hindrance, as was and is well known both to the ſaid I. H. and G. B. whom after the entring into the ſaid Bonds, your Orator often ſolicited for the money thereupon promiſed unto him, and they as often delayed him with promiſes thereof, but to this day your Orator never had, nor could get from them, or either of them, any money, commodities, or other conſiderations whatſoever, and ſo was meerly abuſed by them therein. Yet now ſo it is, may it pleaſe your good Lordſhips, that the ſaid I. H. and G. B. intending to make a prey of your Orator, and having to that end drawn him into the Bonds aforeſaid, and being combined and confederated to lay upon him the whole burthen and penalty thereof, have, the better to effect the ſame, ſo plotted, as that the ſaid G. B. who was and is privy to the whole paſſage of the buſineſs before-mentioned, and whom the ſaid H. uſed as his Inſtrument to draw your Orator into the ſaid Bonds, hath lately, ſince the money mentioned in the Conditions thereof become thereby due, abſented himſelf, with the privity, and by the procurement of the ſaid I. H. and liveth now in remote and obſcure places unknown to your Orator, but well known to the ſaid I. H. who while the ſaid B.

was

was here preſent, never demanded of your Orator any money at all, nor any way queſtioned him upon the ſaid Bonds, or either of them; but now the ſaid G. B. (who could detect his dealing in the premiſſes) being abſent, and kept out of the way, he the ſaid I. H. upon advantage therein, and in purſuance of their Plot aforeſaid, doth now pretend and give out in ſpeeches, that the ſaid Bonds were real Securities, and entred into for juſt debts, and that your Orator, and the ſaid B. B. and I. I. or ſome one of them, had of him the ſaid H. money or Commodities of the value of money mentioned in the Conditions of the ſaid Bonds, which money he pretendeth to be ſtill unſatisfied, and the ſaid Bonds thereby forfeited; and thereupon he the ſaid I. H. hath of late arreſted your Orator, and commenceth, or threatens to commence and proſecute ſeveral ſuits againſt him at the Common Law upon the ſaid ſeveral Bonds, and ſparing the ſaid G. B. (whom he hath purpoſely abſented) bendeth all his force againſt your Orator; and albeit he the ſaid T. I. hath received ſatisfaction of and from the ſaid B. B. and I. I. and of and from ſome others in their uſe, or in their behalf, of and for all the money and commodities, if any other were lent and delivered by him upon the ſaid Bond, and knoweth well, that your Orator had never any part of ſuch money or Commodity, nor any conſideration at all, for or in reſpect of his entring into the ſaid Bonds, but was meerly drawn thereunto upon the promiſes aforeſaid, which were never performed unto him; yet he the ſaid I. H. continueth ſtill his ſuit, and threatnings of ſuit againſt your Orator, at the Common Law upon the ſaid Bonds, with intent to recover of him the whole penalties thereof: and the ſaid B. B. giveth way and furtherance thereunto, and will take no courſe to free and diſcharge your Orator thereof, nor will the ſaid I. H. ſeek for ſatisfaction as he ought (if any be due unto him) at the hand of the ſaid B. B. nor diſcover where the ſaid B. B. is, but both of them by a joynt confederacy between them, intend to lay upon your Orator the whole burthen and penalties of both the ſaid Bonds, and then to ſhare and divide the ſame between them, contrary to all rights and rules of Equity, and to your ſaid Orators apparent wrong and inſupportable hindrance, unleſs he may find redreſs for the ſame before your Lordſhips in the juſtice and equity of this honorable Court. In tender conſideration whereof, and of all the aforeſaid premiſſes, and for that your Orator is void of all remedy by the courſe of the Common Laws of this Land,

Land, to relieve himſelf in the ſaid premiſſes, and cannot there plead the matter of Equity before alledged, nor any other ſufficient Plea in Bar, or be diſcharged of the ſaid Bonds, and of the Suits there commenced and threatned againſt him thereupon, nor can thereby compel the ſaid B. B. to take any courſe for your Orators diſcharge of the ſaid Bonds, and there enforce him and the ſaid I. H. to perform and make good unto your Orator their promiſes aforeſaid, for that your Orator hath no ſuch preciſe proof of the ſaid premiſſes by witneſſes now living and extant, as the Common Law in ſuch caſes requireth; but your ſaid Orator is for all thoſe matters before your Lordſhips in courſe of Equity properly to be relieved, where he hopeth the ſaid I. H. and B. B. will upon their Oaths, if they may be thereunto called, confeſs their ſaid promiſes, and the premiſſes to be true, in ſuch ſort as aforeſaid; or if they ſhall deny the ſame, that yet your Orator ſhall be able to make ſuch proof thereof by circumſtances, as may in Equity move your Lordſhips to relieve him therein. Therefore and to the end the ſaid I. H. and B. B. may upon their Oaths declare, and ſet down what, and how much money or commodities, and what ſorts and value, the ſaid I. H. diſburſed, lent or delivered upon the ſecurity of the Bonds aforeſaid, and when and to whom, and whether he had the ſame, or any part, and what part thereof back again, and what other ſatisfaction he the ſaid I. H. hath received for or towards the ſaid Bonds, or the money mentioned in the Condition thereof, and for whom; and to the end that the ſaid I. H. and G. B. may be ordered to diſcharge your Orator of and from the ſaid Bonds, and that all Suits at the Common Law thereupon againſt your Orator may be ſtayed, that the matters concerning the ſame may be here determined in and by this Honourable Court, according to Equity: May it pleaſe your good Lordſhips, the premiſſes conſidered, as well to grant unto your ſaid Orator Proceſs of Injunction to be directed to the ſaid I. H. commanding and enjoyning him, his Counſellors, Attorney, or Agents and Solicitors, thereby to ſurceaſe and ſtay all ſuits and further proceedings at the Common Law, againſt your Orator upon the Bonds aforeſaid, or either of them, until the matters of Equity concerning the ſame be heard and determined in and by this Honourable Court: As alſo to grant unto your Orator Proceſs of *Subpœna*, &c.

A Bill of Revivor.

HUmbly complaining, &c. R. W. of, &c. Brother and Heir of W. W. late of W. &c. That whereas the ſaid W. W. in his life time, *viz.* in *Eaſter* Term, in the fourth year, &c. exhibited his Bill of Complaint in this High and Honourable Court of Chancery before your Lordſhips, the tenor whereof followeth in theſe words: To the Right Honourable, &c. (recite the whole Bill *verbatim.*) And the ſaid W. C. being accordingly ſerved with Proceſs of *Subpœna*, iſſuing out of this Court, appeared in the ſaid Term, &c. and upon his Corporal Oath, then and there made his anſwer to the ſaid Bill of Complaint, which anſwer remaineth upon Record in the Honourable Court, whereunto your Orator, concerning the particular matters and circumſtances therein contained, prayeth, that he may refer himſelf for more certainty (*and then in brief ſhew all the further proceedings in particular*) ſince which time, may it pleaſe your good Lordſhips, that the ſaid W. W. dyed, whereby the ſaid Bill, Proceſs, and the whole proceedings thereupon are abated, and yet nevertheleſs the whole right, title and intereſt of him the ſaid W. W. in all the ſaid Meſſuages and Lands, by his death, are lawfully deſcended and come to your Orator, as Brother and next Heir unto the ſaid W. W. ſo that your Orator in equity ought to have ſuch remedy, benefit and advantage againſt him the ſaid W. C. for all the ſaid Lands, &c. as the ſaid W. W. might have had at any time in his life time: May it therefore pleaſe your good Lordſhips, the premiſſes conſidered, that the ſaid Bill, Anſwer, Replication, Depoſitions, Orders and Certificates, and the whole Proceſs and Proceedings upon all and every of them, may be revived and ſtand in ſuch ſtate for your Orator againſt the ſaid W. C. and his Heirs, to all intents and purpoſes, as the ſame were for the ſaid W. W. at the time of the death of him the ſaid W. W. and that your Orator may thereupon have ſuch and as great benefit and advantage againſt him the ſaid W. C. as your Orators ſaid Brother W. W. might have had at the time of his death; and likewiſe that it may pleaſe your good Lordſhips, to grant unto your Orator Proceſs of *Subpœna*, &c.

The beginning and concluſion of a ſingle Anſwer.

THe ſaid Defendant ſaving and reſerving to himſelf, now and at all times hereafter, all benefit of exception unto the incertainties, inſufficiencies and imperfections in the ſaid Bill

Bill of Complaint contained, for a full, plain, perfect and direct anſwer unto all and every the matters, allegations and things which are in the ſaid Bill of Complaint contained in any ſort or wiſe material or effectual in the Law for this Defendant to anſwer unto, ſaith, &c.

The Concluſion.

Without that, that any other matter or thing in the ſaid Bill of Complaint contained, material to charge this Defendant withal, or effectual by him to be anſwered unto, and not hereby ſufficiently anſwered unto, confeſſed or avoided, traverſed or denied, is true in ſuch ſort, manner and form, as herein before is expreſſed: All which, this Defendant doth and will be ready to aver, maintain and prove, as this Honourable Court ſhall award; and humbly prays to be hence diſmiſſed with his reaſonable coſts and charges in this behalf wrongfully ſuſtained.

A Plea and Demurrer.

THe ſaid Defendant by proteſtation, not confeſſing or acknowledging any matter or thing in the ſaid Bill of Complaint contained, laid to the charge of this Defendant, to be true in ſuch manner and form as is therein ſet forth: Saith, that the ſaid Bill doth contain therein againſt this Defendant (as he is by his Counſel adviſed) many apparent imperfections, incertainties and inſufficiencies, ſuch as do afford unto him juſt cauſe and matter of exceptions, to plead in Bar of the Plaintiffs further proceedings againſt him in this Honorable Court, thereupon the benefit and advantage of exception, whereof this Defendant apprehending, accordingly ſaith, firſt for anſwer to ſo much of the ſaid Bill as is material to charge him withal; That he believeth it to be true, &c. (Anſwer what is neceſſary to be anſwered to the Plaintiffs Bill.) And as unto the accompt which the Plaintiff by his ſaid Bill demandeth of this Defendant, and to all other the matters of the ſaid Bill not before hereby anſwered unto, he, this Defendant, for and by way of Demurrer thereunto ſaith, &c. And for all theſe matters, cauſes and reaſons before alledged, and for divers other apparent incertainties and inſufficiencies in the ſaid Bill, doth under favour of this Honourable Court demur in Law unto and upon all thoſe points of the ſaid Bill not before anſwered unto, and demandeth judgment of this honourable Court, whether the pre-

premiſſes ſtanding in ſtate as is before alledged, he this Defendant ſhall be compelled to make any other or further anſwer thereunto; and whether the Plaintiff ſhall be admitted to any relief, examination of witneſſes, or further proceedings againſt this Defendant in this Honourable Court thereupon, whoſe judgment therein this Defendant humbly expecteth, and moſt humbly prayeth to be diſmiſſed, &c.

A Certificate for a Forma Pauperis *in Chancery.*

To the Right Honourable the Lords Commiſſioners for the Great Seal of England.

MAy it pleaſe your Honours to be advertiſed by us, whoſe Names are here-under written, That to our knowledge A. C. of, &c. is a very poor Woman, and not worth 5 *l.* and there being a ſuit in Chancery lately commenced againſt her by one R. B. the ſame, beſides her trouble, is like to bring upon her great expence, and unleſs the ſame may be prevented by your Lordſhips favour, by admitting of her *in Forma Pauperis*, the defence of ſuch ſuit otherwiſe is like to tend to her undoing. The conſideration of all which, we humbly leave to your Lordſhips further conſideration, and do reſt,

At your Honours or Lordſhips Commands.

An Affidavit for the ſame.

I S. of, &c. maketh Oath, that he verily believeth that A. C. of, &c. is not worth five pound of her own proper Goods (her Debts being paid) and ſhe is very lame, and by reaſon of her infirmity, not well able to travel to *London* about ſuch ſuit as is proſecuted againſt her by one R. C.

Jurat. 20 *die M.* J. M.

The

The Petiton on the ſame.

To the Right Honorable, &c.

The humble Petition of A. C. of, &c. Widow, Defendant to the Bill of Complaint of R. B. Complainant.

SHeweth, That your Petitioner is a very poor Woman, and not worth 5 *l.* as may appear by the Certificate hereunto annexed of ſundry Perſons of Quality, to whom her poverty is well known; and there being this laſt Term a long Bill exhibited by the Plaintiff in Chancery againſt her for and concerning, &c. and other things of like nature, ſhe in reſpect of her poor eſtate ſhall not be able to anſwer or defend that ſuit, unleſs your Lordſhips be pleaſed to admit her *in Forma Pauperis*, to be ſued and ſue concerning the ſame.

Wherefore your Petitioner doth humbly deſire, That your Lordſhips in conſideration of her poverty, (ſhe being not able to travel) would be pleaſed in that behalf to admit her *in Forma Pauperis*, and to aſſign Mr. G. and Mr. T. to be of her Council, and Mr. M. to be her Attorney: and ſhe ſhall every pray, &c.

Anſw. Upon the Certificate and Affidavit of Poverty annexed, let the Petitioner be admitted to ſue and be ſued *in Form Pauperis*, as is deſired,

T. G. &c.

The Form of the Title of a ſecond Anſwer to be made upon a Report, &c.

THe further anſwer of A. B. one of the Defendants to the Bill of Complaint of C. D. Complainant, according to the report of E. F. one of the Maſters of this Court, made the 17 day of *J.* and of an Order of this Court of the eighth day of this inſtant month of *Ap.* 1664.

The ſaid Defendant in obedience of the ſaid order, and for further ſatisfaction of this honourable Court, ſaith, &c.

All which matters and things, he, this Defendant is, and will be ready to aver and prove, as this honourable Court ſhall award, and prayeth as in his former.

The Form of a Rejoynder.

THe ſaid Defendant ſaving to himſelf now and at all times hereafter, all and every the advantages of exception to the incertainties and inſufficiencies of the ſaid Replication, for Rejoynder ſaith, That he will aver and prove that his ſaid anſwer by him put into this Honorable Court, to the Bill of the Plaintiffs is very true, certain and ſufficient in the Law, and that all and every the matters, articles and things therein contained are true, in ſuch ſort, manner and form, as in and by this Defendants ſaid anſwer they are truly ſet forth and declared; without that, that any other matter or thing material or effectual in the Law to be rejoyned unto in the ſaid Replication contained, and herein not well and ſufficiently confeſſed or avoided, traverſed or denied, is true. All which matters and things this Defendant doth and will aver and prove, as this Honorable Court ſhall award; and therefore payeth, as in and by the ſaid anſwer he hath already prayed.

Another Petition for admittance in Forma Pauperis.

HUmbly ſheweth, That D Q. I. S. and others, have much wronged and oppreſſed your Petitioner, to his utter undoing, as may appear by ſeveral writings extant to be ſhewn; and becauſe his adverſaries are rich and powerful, and your Petitioner poor and diſtreſſed, he is unable to contend in Law for his relief.

Now for that your Petitioner is not worth five pounds in all the world (his debts paid) he moſt humbly beſeecheth your Lordſhips to admit him *in Forma Pauperis* in this Honorable Court againſt the ſaid parties and others, appointing him ſuch for his Council, and ſuch for his Attorney, as your Lordſhips ſhall think meet, and your Petitioner ſhall pray, &c.

A Warrant upon a Reference to a Maſter.

20 *Junii*,
1663. *Inter W. O. quer. & R. G. Defend.*

BY virtue of an Order of the 30 of *M.* laſt paſt, I have appointed to conſider of the matter to me referred on T. next, at four of the Clock in the Afternoon, at my Chamber

Chamber in, &c. whereof let the ſaid Plaintiff, his Clerk or Solicitor have notice, to the end they may then and there attend, and with Council if they pleaſe.

L. G.

An Affidavit for ſerving a Subpœna. *Inter I. G. Quer. and R. W. Defend.*

I. G. of S. in the County of, &c. maketh Oath, That on, &c. of this preſent *February*, he perſonally ſerved a *Subpœna* out of the Honourable Court of Chancery under Seal on R. W. of, &c. by delivering that (or the Libel or body) &c. at his houſe unto the wife of the ſaid R. W. by which *Subpœna* he was to appear at the ſuit of I. L. of, &c. and was returnable the firſt of this preſent month of, &c.

Jurat. 6 die Febr. 1633.

I. P.

A Replication.

The Replication of T. E. Plaintiff, to the Anſwer of G. C. Defendant.

THe ſaid Repliant, ſaving unto himſelf now, and at all times hereafter, all and every the advantages and exceptions to the incertainty and inſufficiency of the ſaid Anſwer, for Replication thereunto ſaith, That he will aver and prove, that his ſaid Bill by him exhibited againſt the Defendant into this Honorable Court, is true, certain and ſufficient in the Law to be anſwered unto, and that all and every the matters, articles and things therein contained are true in ſuch manner and form, as in and by the ſaid Bill is ſet forth, and that the anſwer of the Defendant is uncertain and untrue, and inſufficient to be replied unto; without that, that any other matter or thing material or effectual in the Law contained in the ſaid anſwer to be replied unto, and herein not replied unto, confeſſed and avoided, traverſed or denied is true, all which matters and things, the ſaid Plaintiff is, and will be ready to aver and prove, as this Honourable Court ſhall award, and therefore he doth pray, as as formerly by his ſaid Bill he hath already prayed.

An Affidavit that the Defendant cannot anſwer without ſight of writings in the Country

Inter { *G. R. Quer. & W. G. & al. Defendant.*

THe ſaid Defendant W. O. maketh Oath, that upon peruſal of the Plaintiffs Bill, he finds he cannot make direct and perfect anſwer to the ſame, without the ſight of certain writings, which are in the County of H. about thirty miles diſtant from this Court: And further depoſeth, that his wife is at this preſent ſo ſick and weak, that ſhe is not able to make her perſonal appearauce in the Court without danger of her life.

Jurat. 27. die M. 1633.

I. M.

The form of an Adminiſtrators Accompts.

THe Accompt of L. S. &c. Adminiſtrator of all and ſingular the Goods and Chattels of R. S. of, &c. his brother deceaſed, as well of and for ſuch and ſo much of the ſame Goods and Chattels as come to his hands, as of and for his payments and diſburſements out of the ſame, as followeth, &c.

The ſaid Accomptant chargeth himſelf with all and ſingular the Goods and Chattels of the ſaid deceaſed, ſpecified in an Inventory thereof made and exhibited into the Regiſtry of the Prerogative Court of *Canterbury*, amounting, as by the ſame Inventory appeareth, to the ſum of ——— And petitions for allowance, as followes:

Imprimis, The ſaid Accomptant deſireth allowance of the ſeveral charges of the ſaid deceaſed, as followeth, *viz.* &c. amounting one way or other, as this Accomptant hath them in particulars, to the ſum of ——— ——— ———

Item, The ſaid Accomptant deſireth allowance of certain debts due by the deceaſed at his death, which this Accomptant hath ſince his death paid and diſcharged, that is, to pay and diſcharge as followeth, *viz. Imprimis*, to ſuch a one ----

The

The leading of an Inventory

A True Inventory of all and ſingular the goods, chattels and credits of R. S. Gentleman, deceaſed, praiſed at L. the date of, &c. by J. T. &c. as followeth.

Imprimis, his purſe and apparel ——
Item, his books ——
Item, the annuity of A. B. ——
Item, the Reverſions of N. Cloſe ——
Sum ——

Item, one R. and E. ——
Debts ——
Item, Debts owing him ——
Item, deſperate Debts ——
Sum ——

An Anſwer to a Bill to be relieved againſt 8 l. *per centum, for money left in the hands of a Purchaſer paid for after that rate.*

The ſeveral Anſwers of J. L. one of the Defendants to the Bill of Complaint of S. C. Eſq; Complainant.

THe ſaid Defendant now and at all times hereafter, ſaving to himſelf all advantage and benefit of exception to the uncertanties and inſufficiencies of the ſaid Complainants Bill of Complaint, for anſwer thereunto he ſaith, True it is, that in *November*, &c. he this Defendant, together with his brother F. L. and W. did bargain and ſell unto W. C. in the Complainants Bill named, and to his heirs, the ſcite of the Capital Meſſuage or Farm of C. with the appurtenances, in the County of O. in the Bill mentioned, with other lands and premiſſes, for which the ſaid W. did covenant and agree to pay the ſum of Six thouſand pounds, as in the Complainants Bill is mentioned, One thouſand pounds whereof the ſaid W. C. was by agreement to keep in his hands, being part of the purchaſe-money, for the benefit and behoof of B. L. widow, this Defendants mother, and for the Defendant F. L. this Defendants Brother, and to ſuch perſon or perſons, and to and for ſuch uſe and uſes as the ſaid F. ſhould nominate

minate and appoint, to the intent that the ſaid B. in conſideration of the ſaid One thouſand pounds remaining in the hands of the ſaid W. C. ſhould receive Fourſcore pounds *per annum*, in reſpect of her releaſing of her Joynture of and in the premiſſes, which was to be paid every half year unto the ſaid B. for and during her natural life, in caſe the ſaid F. L. lived, who is Survivor, and after her deceaſe, the ſaid Fourſcore pounds *per annum*, to be paid to the ſaid Defendant F. L. for and during his natural life, and to ſuch women as he ſhould take to wife, in caſe the ſaid F. married and dyed before ſuch a wife, for and during her natural life, for and in lieu of her Joynture, with divers other covenants and conditions contained in an Indenture made the, &c. between the ſaid B. L. and F. L. on the one part, and the ſaid W. C. on the other part, to which this Defendant in all things referreth himſelf, as therein more at large the ſame doth and may appear. And amongſt the reſt it is covenanted and agreed between the parties to the ſaid Indenture, that after the death of the ſaid F. and of his ſaid wife, if he did marry, then the ſaid One thouſand pounds to remain to the iſſue of their two bodies lawfully begotten; and if they have no iſſue then living, then the ſaid One thouſand pounds is to go according to the true intent and meaning of the ſaid laſt recited Indenture: and if the other Defendant R. L. this Defendants ſecond brother ſhould happen to dye, ſurviving the ſaid F. then the ſaid One thouſand pounds is to remain in the hands of the ſaid F. for ever: and for their better ſecuring of the payment of the ſaid Fourſcore pounds *per annum*, and of the ſaid One thouſand pounds, the ſaid W. C. in and by the ſaid laſt recited Indenture, did grant, bargain, ſell, enfeoff and confirm unto the ſaid B. this Defendants Mother, and to the ſaid F. L. his Heirs and Aſſigns for ever, all that piece or parcel of paſture ground lying in C. aforeſaid, commonly called or known by the name of, &c. then in the tenure or occupation of this Defendant, to which ſaid Indenture this Defendant referreth himſelf, as will more at large appear. And this Defendant ſaith, that the ſaid W. C. well knowing that he was thereunto bound by this agreement, during his life time, did juſtly and truly pay the ſaid Fourſcore pounds *per annum*, unto the ſaid B. this Defendants mother, by half yearly payments during her life time, who dyed about, &c, ſince, &c. and by and after the deceaſe of the ſaid F. L. this Defendants brother, by the advice and coun-

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ſel of the Complainant himſelf, by this Deed of Aſſignment, with a Letter of Attorney bearing date the, &c. did for and in conſideration of the ſum of Eight hundred and threeſcore pounds, part of the ſaid purchaſe money which the ſaid F. L. did agree to pay unto this Defendant, in reſpect this Defendant joyned in the ſale of the ſaid Mannor, Lands and Premiſſes, and did enter into a bond of Fourſcore pounds for payment thereof, and of other moneys to this Defendants brother accordingly, did grant and aſſign unto this Defendant, and his Heirs and Aſſigns, the ſaid Fourſcore pounds *per annum*, during the life of this Defendants ſaid brother F. as in and by the ſaid Deed of Aſſignment (relation being thereunto had) at large the ſame may and doth appear. And this Defendant ſaith, That after the ſaid Aſſignment ſo made unto this Defendant, the ſaid W. C. did by himſelf and his ſervant, and other on his behalf, during all his life time, pay the ſaid Fourſcore pounds *per annum* to this Defendant: And this Defendant is perſwaded, had not the ſaid W. C. well known that the ſaid Fourſcore pounds *per annum* was due to have been paid by him, that he would not have paid the ſame to this Defendant. And this Defendant ſaith, that after the death of the ſaid W. C. I. C. his ſon and heir, or ſome other on his behalf, did pay the ſame unto this Defendant, and this Defendant believeth the Complainant hath ſome Conveyance of the ſaid premiſſes from the ſaid I. C. but for what conſideration this Defendant knoweth not; and ſaith, that the Complainant himſelf ſithence the ſaid purchaſe hath paid the ſame to this Defendant, and therefore this Defendant conceiveth that he is unjuſtly troubled touching the premiſſes. And this Defendant ſaith, that therefore (under favour) this Defendant conceiveth, that the ſaid Fourſcore pounds *per annum*, and alſo the ſaid One thouſand pounds, ſecured by part of the premiſſes bargained and ſold, as aforeſaid, it being ſo long before the Statute made for reducing intereſt money from Eight to Six in the hundred, and the ſame Fourſcore pounds *per annum*, being (as the Defendant conceives) due as parcel of the Contract for the ſaid Lands aſſigned over to the Defendant for great and valuable conſiderations, the ſame ſhall not now be infringed, broken or repealed, for the cauſes in the Bill mentioned, or for any cauſes whatſoever; the rather, for that this Defendant and his brother, upon the conſiderations and conditions aforeſaid, did bargain and ſell the ſaid Mannors, lands and premiſſes at an undervalue: without that,

that any other matter or thing in the ſaid Bill of Complaint contained material or effectual in the Law, for this Defendant to make anſwer unto, and not herein before ſufficiently anſwered unto, confeſſed and avoided, traverſed or denied, is true in ſuch manner and form as in the ſaid Bill is alledged: and this Defendant prayeth to be diſmiſſed out of this Honorable Court, with his reaſonable coſts and charges in this behalf moſt wrongfully ſuſtained.

The beginning and concluſion of a Bill in Chancery.

To the Right Honorable the Lords Commiſſioners of the great Seal of England.

SHeweth unto your Lordſhips, your Orator E. L. of the City of N. in the County of W. Gentleman, and M. his wife, Whereas, &c. The concluſion, May it therefore pleaſe your good Lordſhips to grant to your ſaid Orators a *Subpœna*, to be directed unto the ſaid W. C. thereby commanding him (and them, and every of them) at a certain day, and under a certain pain therein to be limited, perſonally to appear before your Lordſhips in this high and honorable Court of Chancery, to anſwer the premiſſes, and further to ſtand unto and abide ſuch order, direction and award concerning the ſame, as unto your Lordſhips ſhall ſeem meet: and your Orators ſhall daily pray for the long continuance of your Lordſhips proſperous eſtate.

A Leaſe of a Mill.

THis Indenture made, &c. between Sir T. C. of, &c. Knight, and L. his wife, of the one part, and T. A. of, &c. of the other part, witneſſeth, That the ſaid Sir T. C. and L. for and in conſideration of the rent and covenants hereafter in theſe preſents expreſſed, and alſo for divers other reaſonable conſiderations them thereunto moving, Have demiſed, granted, and to farm-letten, and by theſe preſents do for them, their, &c. demiſe, grant and to farm let, unto the ſaid T. A. all that their Griſt, Water-Mill and Mills, being two Griſt-Mills under one Roof, commonly

monly called or known by the name of S. Mill, with the appurtenances, ſituate and being in the Pariſh of, &c. ſometimes in the tenure or occupation of one E. D. and now or late in the tenure or occupation of N. C. or his Aſſigns, and the ground and ſoil whereupon the ſaid Mill and Mills do ſtand, containing by eſtimation one fourth part of an Acre, be it more or leſs, and alſo all the ſcite of Mill, as well cuſtomary as conventionary of all the Tenants of that Mannor of D. in the ſaid County, and all the Toll and Cuſtom for grinding of all the Corn and Grain whatſoever, as well of all the Tenants and Undertenants of the ſaid Mannor, now being, or which hereafter at any time ſhall be during the term by theſe preſents demiſed, as of all the Inhabitants now dwelling or abiding, or which hereafter ſhall dwell or abide within the ſaid Mannor of D. aforeſaid, and alſo all toll, benefit and cuſtom for grinding of Corn and grain whatſoever, and alſo all and ſingular Hed-wares, and Mill-ponds, and the Soil whereon the ſaid Hed-wares and Mill-ponds do ſtand and are builded, and all Hed-wares hereafter to be builded, and the Soil and Earth thereof, and all Mill-pools, Mill-dams, Stanks, Banks, Ponds, Streams, Water, Water-courſes, Rivers, Fiſhing, Fiſhing places, Ways, Paths, Paſſages, Eaſements, Profits, Commodities, Advantages, Emoluments and Appurtenances whatſoever to the ſaid Mill, and other the premiſſes by theſe preſents demiſed and granted, or any of them, or to any part or parcel thereof incident, belonging or appertaining, or with the ſame now or at any time heretofore let, uſed, occupied, had, taken, reputed or enjoyed. To have and to hold the ſaid Mill, and the ground and ſoil thereof with the appurtenances, and the ſaid ſcite or Mill of all the Tenants of the ſaid Mannor, and the ſaid toll and cuſtom of grinding of all Corn and Grain of the ſaid Tenants and Inhabitants aforeſaid, and all toll and cuſtom of grinding of all Corn and Grain whatſoever, and the ſaid Wares, Mill-dams, Mill-ponds, and the ground and ſoil thereof, Mill-pools, and Stanks, Banks, Rivers, Streams, Ways, Paſſages, Fiſhings, and all and ſingular other the premiſſes herein before-mentioned, or intended to be hereby demiſed and granted, and every part and parcel thereof, with the appurtenances, unto the ſaid T. A. his Executors, Adminiſtrators and Aſſigns, from the Feaſt-day of, &c. laſt paſt, before the date hereof, for and during,

and

and unto the full end and term of, &c. from thence next enſuing, and fully to be compleat and ended; yielding and paying therefore yearly during the ſaid term, the yearly rent or ſum of &c. at two of the moſt uſual Feaſts or terms of payment in the year, that is to ſay, at the Feaſt, &c. by even and equal portions, the firſt payment thereof to begin and to be made at or on the Feaſt-day of, &c. next enſuing the date hereof: And if it ſhall happen the ſaid yearly rent of, &c. or any part thereof to be behind and unpaid by the ſpace of fourteen days next over or after any of the ſaid Feaſts or days of payment, wherein the ſame ought to be paid, as aforeſaid, being lawfully demanded, that then and from thenceforth, and at all times afterwards, it ſhall and may be lawful to and for the ſaid T. C. and D. his wife, or either of them, their or either of their Heirs, Executors, &c. into the ſaid demiſed premiſes, and every part and parcel thereof to re-enter, and the ſame to have again, detain and poſſeſs, as in his, her or their firſt and former eſtate; and the ſaid T. A. his, &c. thereout and from thence utterly to expel, put out and amove, theſe preſents, or any thing herein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid T. A. for himſelf, his, &c. and for every of them, doth covenant, promiſe and grant, to and with the ſaid Sir T. C. and D. &c. by theſe preſents, in manner and form following: That is to ſay, That he the ſaid T. A. his, &c. ſhall and will from time to time, during the ſaid term of, &c. hereby granted, do and make his and their ſuit and ſervice, for and in reſpect of the premiſes, to the Court and Courts of the ſaid Sir T. C. and D. and their Heirs, to be kept and holden within the ſaid Mannor of D. upon ſuch reaſonable warning, as there is given or uſed, or elſe in default and neglect thereof, ſhall and will yearly during the ſaid term, pay or cauſe to be paid unto the ſaid Sir T. B. and D. and their heirs, the ſum of, &c. if it be demanded. And the ſaid T. A. doth for himſelf, his, &c. further covenant, promiſe and grant, to and with the ſaid Sir T. C. and D. that he the ſaid T. A. his, &c. within the ſpace of three years next enſuing the date thereof, ſhall and will at his and their own proper coſts and charges, lay out, diſburſe and beſtow upon, about and in repairing, bettering and amending the ſaid Mill or Mills before hereby demiſed, where noſt need ſhall be required,

the

the ſum of, &c. and alſo that he the ſaid T. A. his, &c. at his and their like proper coſts and charges, ſhall and will well and, &c. repair, amend, maintain, uphold and keep the ſaid Mills to be repaired and amended, as aforeſaid, and all other the afore demiſed premiſſes, with the appurtenances, in, by and with all and all manner of needful and neceſſary reparations and amendments whatſoever, when and as often as need ſhall require, during the ſaid term: and the ſame Mills, and other the premiſſes, with the appurtenances, ſo being well and ſufficiently repaired, upholden and amended, in the end or other determinations of this preſent Leaſe, ſhall and will leave and yield up unto the ſaid Sir T. C. and D. or one of them, their or one of their Heirs or Aſſigns. And the ſaid T. A. for him, his, &c. doth likewiſe covenant and grant to and with the ſaid, &c. that he the ſaid T. A. his, &c. ſhall and will well and truly pay, or cauſe to be paid to the ſaid, &c. his, &c. the ſaid yearly rent of, &c. in manner and form as is before in theſe preſents expreſſed, limited and declared. And the ſaid Sir T. C. and D. do for them and their Heirs and Aſſigns, covenant and grant to and with the ſaid T. A. his, &c. that in caſe any of the Tenants or Inhabitants of the ſaid Mannor of, &c. ſhall and do at any time, during the ſaid term hereby granted, withdraw or ſurceaſe to do ſuit of Mill to the ſaid Mill, or to bring and carry, or cauſe to be brought and carried their Corn and Grain whatſoever to the ſaid Mill or Mills by theſe preſents demiſed, there to have the ſame ground, or ſhall carry the ſame to any other place or places, to any Mill or Mills to be ground, then the Steward or Stewards of the ſaid Mannor for the time being, ſhall and will upon all and every the preſentment, and preſentments thereof, make, ſet and impoſe upon every ſuch Tenant and Tenants and Inhabitants, ſo withdrawing, and not doing his, or their ſuit or ſuits of Mill to the ſaid Mill or Mills, ſuch lawful and reaſonable Fine and Fines, Amerciament and Amerciaments from time to time, as in ſuch caſe is lawful and uſual; and the ſame Fine or Amerciament ſo impoſed, ſhall receive or levy, and being ſo received or levyed, pay and deliver the ſame, or ſo much thereof, as the ſaid T. A. his, &c. ſhall be prejudiced or dammified by reaſon of ſuch withdrawing, as aforeſaid, unto the ſaid T. A. his, &c. And laſtly, the ſaid Sir T. C. and D. for them, their, &c. do covenant

nant, promiſe and grant to and with the ſaid, &c. by theſe preſents, that the ſaid T. A. his, &c. and every of them, for and under the payment of the ſaid yearly rent of, &c. above by theſe preſents reſerved in manner and form aforeſaid, and performing, fulfilling and keeping all and ſingular the covenants, grants, articles, clauſes and agreements before in theſe preſents contained, which on his and their parts are and ought to be obſerved, performed, fulfilled and kept, ſhall and may lawfully, peaceably and quietly have, hold, occupy, poſſeſs and enjoy all and ſingular the ſaid demiſed premiſſes, and every part and parcel thereof, with their and every of their appurtenances, without lawful let, ſuit, trouble, eviction, ejection, moleſtation or interruption whatſoever of them the ſaid T. C. and D. or either of them, their or either of their Heirs or Aſſigns, or any of them, or any other perſon or perſons whatſoever claiming or to claim from, by or under him, her, them, or any of them, or for or by reaſon of his, her, their or either of their acts, titles, means, aſſent, conſent or procurement. In witneſs, &c.

A ſingle Obligation from one to one.

KNow all men by theſe preſents, that I A. B. of the Pariſh of D. in the County of E. Husbandman, do ſtand, and am firmly bounden and obliged to F. C. of H. in the County E. Yeoman, in the ſum of Fifty and one pounds and ten ſhillings, of good and lawful money of *England*, to be paid to the ſaid F. G. or his true and lawful Attorney, Executors or Adminiſtrators: to the which payment well, faithfully and truly to be paid, I do bind me, my Heirs, Executors and Adminiſtrators firmly by theſe preſents. Sealed with my ſeal. Dated the fifth day of *October*, in the year of our Lord God, One thouſand ſix hundred fifty and one.

An Obligation from two to one.

KNow all men by theſe preſents, That we A. B. of the Pariſh of C. in the County of E. Gentlemen, and F. G. of the Pariſh of H. in the County aforeſaid Eſq; do ſtand and are firmly bounden and obliged unto Sir H. H. of

of the Parish of R. in the said County of E. Knight, in the sum of One hundred and three pounds of good and lawful money of *England*, to be paid to the said Sir H. I. or his true and lawful Attorney, Executors and Administrators; to the which payment well and truly to be made, we bind our selves, and either of us by himself joyntly and severally for the whole, and in the whole, our and either of our Heirs, Executors, and Administrators, and every of them firmly by these presents. Sealed with our seals. Dated the tenth day of *September*, in the year of our Lord God, One thousand six hundred fifty and one.

An Obligation from three to one.

KNow all men by these presents, That we A. B. of C. in the County of D. Widow, E. F. of G. in the said County single woman, H. I. of G. aforesaid, in the said County Mercer, do stand and are firmly bound and obliged unto K. L. Citizen and Merchant-Adventurer of *London*, in the sum of 400 *l.* of good and lawful money of *England*, to be paid to the said K. L. or his true and lawful Attorney, Executors and Administrators: to the which payment well and truly to be made, we do bind us, and every and either of us joyntly and severally, for and in the whole, our and every and either of our Heirs, Executors and Administrators, and every of them firmly by these presents. Sealed with our seals. Dated the fifteenth day of *October*, in the year of our Lord God, One thouand six hundred and fifty one.

A Condition for replevying Goods.

WHereas the above named G. S. by virtue of his Office, as Steward or Clerk of the Mannor, &c. upon several complaints and allegations of the above-bound T. H. hath granted forth several precepts for the replevying of divers and sundry of the Goods and Chattels, &c. detained by one, &c. Now therefore the Condition, &c. That if the said, &c. do with effect prosecute the action which he hath commenced against the said, &c. concerning the said Goods, and shall also make due

due return of the ſame, if return by Law ſhall be adjudged, and him the ſaid G. S. from time to time, and at all times hereafter, do and ſhall ſave, defend and keep harmleſs and indempnified, againſt all men concerning the ſaid Goods and Chattels, and the ſeveral Replevies therefore granted: That then, &c.

Another Condition for replevying of Cattel.

THe Condition of this Obligation is ſuch, That whereas W. H. Gentleman, hath impounded one Mare, two Colts, and two Nags, of the Goods and Chattels of J. P. Clerk at Helwels pound within the Liberty of Week-regs, and thereupon a Replevin is orderly granted to the Bailiff of the ſaid Liberty, for delivery of the ſaid Cattle unto the ſaid I. P. if therefore the ſaid I. P. do and ſhall follow the ſuit with effect againſt the ſaid M. H. for the taking and withholding of the ſaid Mare, two Colts, and two Nags, and return the ſame, if the return thereof ſhall be ſo adjudged, according to the Statute in that caſe made and provided, and alſo ſave and keep harmleſs the above named Sir W. H. Knight, High-Sheriff, his Deputy, Deputies and other Officers of the ſame Court of the ſaid Mannor, for, touching and concerning the granting of the ſaid Replevin of the ſaid Mare, two Colts, and two Nags, and every thing elſe concerning the ſame without fraud, That then this Obligation to be void, and of none effect, or elſe to remain in full force and virtue.

A Condition to pay the moiety of the Debt when it ſhall be received.

WHereas E. B. of, &c. by one Obligation bearing date the, &c. (reciting the Bond) and whereas the moiety or one half-part of the ſaid ſum of, &c. is due and payable unto the within named, &c. as money by him payable unto the ſaid F. and whereas the ſaid, &c. before the enſealing of the ſame recited Obligation, did conſent and agree that the ſaid Obligation ſhould be made only in the name of the ſaid T. L. and the ſaid T. L. to give his Obligation to the ſaid R. G. for the ſame moiety or half part of the ſaid debt. Now if the ſaid T. L. his, &c. or any of them, do well and truly pay unto the ſaid

ſaid R. his, &c. the ſum of, &c. at or in, &c. being the moiety of the ſaid, &c. on the, &c. or with as much convenient ſpeed as he the ſaid T. his, &c. can or may, next after he or they, or any of them ſhall have received the ſaid ſum of, &c. in the condition of, &c. ſpecified, with ſuch intereſt as ſhall be due for the moiety thereof. And if the ſaid ſum of, &c. ſhall not be paid at one entire payment on the ſaid, &c. according to the condition of the ſaid Obligation, then if the ſaid, &c. his, &c. do and ſhall well and truly pay unto the ſaid, &c. his, &c. without any delay the moiety of ſuch part thereof, as he or they ſhall or may receive from time to time, &c. That then, &c.

Articles of Agreement indented, made, concluded and fully agreed upon the 10 *day of, &c. between E. M. of, &c. and R. A. of* London, *Merchant, &c.*

WHereas the ſaid E. M. the day of the date hereof, hath freely given and delivered unto the ſaid R. A. the ſum of, &c. to the intent and purpoſe that he the ſaid R. A. ſhall accept and take into his ſervice to be employed in merchandizing affairs, W. M. Son of her the ſaid E. M. in conſideration whereof, but more eſpecially at her requeſt, and of the affection that the ſaid R. A. beareth to the ſaid W. M. he the ſaid R. A. is contented and agreed to accept and take the ſaid W. M. to be his ſervant in merchandizing affairs, and other buſineſſes, and accordingly to employ him therein, not only in *England*, but in the parts beyond the Seas, where the ſaid R. A. now tradeth, or hereafter ſhall trade, and that for the term or ſpace of Seven years, to be accompted from, &c. next enſuing the date of theſe preſents, &c. and thereupon the ſaid E. M. for her ſelf, her Executors and Adminiſtrators, doth covenant and grant to with and the ſaid R. A. his, &c. by theſe preſents, that the aforeſaid W. M. her Son, ſhall, during all the ſaid term (if he ſo long live) well, diligently and faithfully, to the utmoſt of his power and skill, ſerve him the ſaid R. A. in the Trade of merchandizing, and other his affairs, at ſuch place or places, either beyond the Seas, or on this ſide, where the ſaid R. A. ſhall deſign and appoint him, and without abſenting himſelf out of his ſaid ſervice or employment, or neglecting

lecting the ſame: and that he the ſaid W. M. at all times hereafter, during the ſaid term, ſhall from time to time, not only receive and take into his charge and cuſtody all and every ſuch goods and merchandizes whatſoever, as by or for the uſe or account of the ſaid R. A. ſhall be conſigned or ſent to him the ſaid W. M. but alſo ſell, utter and diſpoſe of the ſame Goods and Merchandizes to the moſt profit he can for the ſaid R. A. his, &c. and ſhall alſo from time to time, and at all times, during the ſaid term, follow and perform all and every ſuch advice, directions, orders and commiſſions, as the ſaid R. A. ſhall by Letter of Advice, or otherwiſe give, ſend, or make known to him the ſaid W. M. in, about or concerning the Factory or Merchandizing aforeſaid, and alſo that he the ſaid W. M. ſhall at the charges of the ſaid R. A. his, &c. provide and keep in due orderly manner, books of Accompt touching his ſaid employments in Merchandizing, as aforeſaid, according to the cuſtom of Merchants in ſuch caſes uſed, and ſhall deal juſtly, truly, plainly and faithfully to and with the ſaid R. A. his, &c. in all and every his accompts, reckonings, bargains, buying, ſelling, doings and dealings in and about his ſaid employment in Merchandizing, as aforeſaid, and ſhall from time to time, once in every ſix months, or oftner, tranſmit and ſend unto the ſaid R. A. his, &c. true accompts and reckonings of all the buſineſſes and dealings of the ſaid W. M. in the premiſſes, and ſhall alſo ſend Letters of Advice of the ſaid R. A. ſo often as conveniently he may or can, of all matters and occurrences that ſhall neceſſarily ariſe concerning his ſervice or employment, and ſhall alſo return and come to *England*, and bring all his books of accompts with him, whenſoever he ſhall be thereunto adviſed and required by the ſaid R. A. his, &c. by Letters miſſive or otherwiſe: and that the ſaid W. M. ſhall from time to time upon every reaſonable requeſt, not only ſhew forth all his books of accompts concerning all his doings and dealings, as aforeſaid, and make and give unto the ſaid R. A. his, &c. a juſt, true, plain and perfect accompt and reckoning in writing, of, for and concerning all and every ſuch goods, wares, money, debts and Merchandizes whatſoever, as well of the ſaid R. A. for his own proper uſe, or joyntly with any others which ſhall hereafter come to the hands, charge or factory of him the ſaid W. M. or for which he the ſaid W. M. may or ought to be accompt-

able

able unto the ſaid R. A. his, &c. And moreover, that he the ſaid W. M. ſhall not within, &c. next after the making and giving up every ſuch accompt, as aforeſaid, well and truly ſatisfie, pay and deliver unto the ſaid R. A. his, &c. all and every ſuch Goods, Wares, Moneys, Debts, Merchandizes, Specialties and other things whatſoever, as by or upon the foot of the ſame Accompt ſhall appear, or be found to be due, coming or belonging to him the ſaid R. A. his, &c. by or from the ſaid W. M. in any manner of wiſe.

Item, The ſaid *E. M.* for her ſelf, her, &c. doth covenant, promiſe and agree, to and with the ſaid R. A. his, &c. by theſe preſents, that ſhe the ſaid *E. M.* her, &c. at her and their own proper coſts and charges ſhall and will find, provide and allow unto and for her ſaid Son, decent and fitting Linnen, Woollen, and all other Apparel of all ſorts fitting for him in his ſervice and employment, during the ſaid term.

Item, The ſaid R. A. doth covenant, &c. to find and provide unto the ſaid, &c. competent and fitting Meat, Drink, Waſhing and Lodging, and all other Neceſſaries, (Apparel only excepted) during all the ſaid term. In witneſs, &c.

Bonds muſt be entred into for performance of the Articles aforeſaid.

PART III.

A Deed for the Revoking of a Bargain and Sale, if ſo much Money be paid.

THis Indenture made, &c. in the fourteenth year of the Reign of our Soveraign Lord *CHARLES* the Second, by the Grace of God, of *England*, *Scotland*, *France* and *Ireland* King, Defender of the Faith, &c. *Anno Dom.* 1662. between Sir I.S. of, &c. of the one part, and I. C. &c. of the other part; whereas the ſaid I. C. by his Deed indented under his Hand and Seal, bearing date, &c. for the conſideration therein mentioned, did alien, bargain, ſell, enfeoffe and confirm unto the ſaid Sir I. S. and his heirs, All that the Mannor and Lordſhip of G. in the County of, &c. with all the rights, members and appurtenances thereunto belonging, together with all ſuch other things as in the ſaid Deed are expreſſed and contained, as thereby doth and may more fully appear: Now witneſſeth this preſent Indenture, and the ſaid Sir I. for himſelf, his Executors, Adminiſtrators and Aſſigns, and for every of them, doth Covenant, promiſe and grant to and with the ſaid I. C. his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them by theſe preſents, That if the ſaid I. C. his Heirs, Executors, &c. ſhall pay, &c. unto the ſaid Sir I.S. &c. the ſum of, &c. that then the ſaid Deed of Bargain and Sale, ſhall be void, fruſtrate, and of none effect or force in the Law, to all intents and purpoſes. And that then alſo the ſaid Sir I.S. his Executors, &c. immediately after the payment of the ſaid ſum of 2392 *l.* to the ſaid Sir I. S. his, &c. at the day and place aforeſaid, upon requeſt to them or any of them made, ſhall and will redeliver the ſaid I.C. his Executors, Adminiſtrators or Aſſigns, the ſaid Indenture of Bargain and Sale, and the counterpart of this Indenture, and one Recognizance in the nature of a Statute-ſtable, of the ſum of 4000 *l.* wherein the ſaid I. C. ſtandeth bounden unto the ſaid Sir I. S. and all ſuch deeds, evidences and writings

concerning the ſaid Mannors and premiſſes, which the ſaid Sir I. S. or any other to his uſe, or by his appointment, ſhall have, then had, and received of and from the ſaid I. C. or of any other whatſoever, ſafe, undefaced and uncancelled, and in as good plight, as he or any other to his uſe, or by his appointment, ſhall have received the ſame, and that then alſo the ſaid Sir I. S. his heirs, &c. or ſome or one of them ſhall and will upon reaſonable requeſt made, and at the proper coſts and charges in the Law of the ſaid I. C. his Heirs and Aſſigns, grant, releaſe, and aſſign over the ſaid Deed or Indenture of bargain and ſale; and all his, their, and every of their rights, eſtates and intereſts therein, unto the ſaid I. C. his Heirs, *Executors* and Aſſigns, freed and diſcharged of and from all, and all manner of charges, incumbrances and demands whatſoever, had, made, committed, done, or willingly ſuffered by the ſaid Sir I. S. his Heirs, *Executors*, &c. or any of them, in ſuch manner and ſort, as by the ſaid I. C. his Heirs, or Aſſigns, or his or their Councel learned in the Law, ſhall be reaſonably deviſed or adviſed, and required, ſo as he nor they be not compelled to travel further than the places of their abode, for the effecting thereof: And further, it is the true intent and meaning of theſe preſents, and the parties hereunto, and the true intent, meaning and agreement of the ſaid former Indenture of bargain and ſale, that it ſhall and may be lawful to and for the ſaid I. C. his Heirs, *Executors*, Adminiſtrators and Aſſigns, to have, hold and enjoy the ſaid Mannors and premiſſes, with their appurtenances, and to perceive, receive, and take the rents, iſſues, revenues and profits thereof, to his and their own uſe and uſes, from time to time, and at all times hereafter, until default be made of payment of the ſaid ſum of 2392 *l.* before-mentioned, or of any part thereof, at the day and place before-mentioned, limited and appointed for the payment thereof, and during ſuch time, and until ſuch default be made, he the ſaid I. C. for him, his Heirs, *Executors*, Adminiſtrators and Aſſigns, doth covenant, grant and agree, to and with the ſaid Sir I. S. his Heirs, *Executors*, Adminiſtrators or Aſſigns, that he the ſaid I. C. his Heirs, *Executors*, Adminiſtrators or Aſſigns, will not do, commit, or willingly ſuffer any manner of waſte, ſpoil, or deſtruction of, and in the premiſſes, or any part thereof, otherwiſe than for the neceſſary repair, building, or re-edifying of any meſſuage, houſe or building upon any the meſſuages, houſes, or edifices before-ſpecified. And the ſaid I. C. &c. covenanteth, &c. that if he the ſaid I. C. his Heirs,

&c. do not well and truly pay unto the ſaid Sir I.S. his Heirs, &c. the ſaid ſum of 2392. *l.* before-mentioned, to be paid at the day and place of payment aforeſaid, according to the true intent and meaning of theſe preſents, that then he the ſaid I. C. his Heirs and Aſſigns ſhall and will within twenty days next after default of payment of the ſaid ſum of two thouſand three hundred ninety two pounds before-mentioned, to be paid, delivered, or cauſe to be delivered up unto the ſaid Sir I. S. his Heirs, and Aſſigns, the full, quiet and peaceable poſſeſſions of the ſaid Mannor or Lordſhip of S. and premiſſes with the appurtenances, to the uſe and behoof of the ſaid Sir I. S. and of his Heirs and Aſſigns for ever.

A Deed of Covenants to declare the truſts in a former Bargain and Sale; the Lands being to be ſold for payment of debts.

THis Indenture made, &c. Between, &c. Whereas the ſaid I. C. by his Indenture bearing date with theſe preſents made between him the ſaid I. C. of the one part, and the ſaid A.B. C.D. *E.*F. and G.H. of the other part; for the conſideration therein mentioning, hath granted, bargained and ſold unto the ſaid A. B. C.D. *E.*F. and G. H. their heirs and aſſigns for ever, All that Capital Meſſuage or Tenement, &c. as in the other Book to the end of the *Habend*, as in and by the ſaid Indenture of Bargain and Sale more at large appeareth. Now this Indenture witneſſeth, and it is hereby agreed and declared by and between all the parties to theſe preſents, that the ſaid Grant, Bargain and Sale was and is made, and the ſaid A. B. C. D. *E.* F. and G. H. and their Heirs, are and ſhall ſtand truſted with the premiſſes, to the intent and purpoſe, and upon truſt and confidence that the ſaid Land and premiſſes may be ſold to the beſt value that may be, and the money which ſhall be raiſed thereby, to be diſpoſed of, for and towards the payment and ſatisfaction of ſuch Debts of the ſaid I. C. as are mentioned in the Schedules hereunto annexed, in ſuch order as they are therein ſet down.

And laſtly, It is agreed by and between all the parties to theſe preſents, and by them declared to be their true intent and meaning, That if in caſe there be any over-plus remaining of the Money which ſhall be raiſed by ſale of the ſaid Lands and premiſſes, after ſuch time as the debts mentioned in the ſaid Schedule be paid and diſcharged, That then ſuch over-plus ſhall be imployed and diſpoſed of, for and towards the ſatisfaction of ſuch other debts as the ſaid I. C. ſhall by any writing to be by him ſigned and ſealed in

the preſence of two or more Witneſſes, declare and appoint, and no otherwiſe.

A Releaſe for money that was left in the hands of a purchaſer, on payment thereof.

THis Indenture made, &c. Between R. L. of S. in the County of C. Gent. and J. C. of the Inner Temple L. Eſq; of the one part; and T. G. Eſq; of the City of L. of the other part. Whereas upon a purchaſe lately made by the ſaid T. G. of and from the ſaid R. L. J. C. and S. his Wife, daughter of the ſaid R. L. of certain Lands in C. in the County of O. the ſum of 628. *l.* part of the purchaſe-money payable by the ſaid T. G. to the ſaid R. L. was by agreement between them to remain in the hands of the ſaid T. G. for ſuch time, and upon ſuch Conditions, and to ſuch intents and purpoſes, as E. H. of and in the County of D. ſhould ſet down and appoint, which ſum of 628 *l.* was intended to remain as a ſecurity for the ſaid T. G. againſt all incumbrances whereby the ſaid Lands are or may be charged, and for ſaving him harmleſs from all damages whatſoever, which may, or might at any time hereafter happen to fall upon the ſaid T. G. his Heirs or Aſſigns, or upon any of the ſaid Lands and Premiſſes, of any other the Lands of the ſaid T. G. for or by reaſon of any the debts of the ſaid I. C. and W. C. his deceaſed father, or either of them; and whereas the ſaid T. G. at the time of the enſealing of theſe preſents, at the requeſt of the ſaid R. L. hath paid the ſaid ſum of 628 *l.* to the ſaid I. C. and R. L. or one of them, or to ſuch as were appointed by them, or one of them, to receive the ſame. Now that the ſaid R. L. and I. C. have received the ſaid ſum of 628 *l.* of and from the ſaid T. G. the receipt whereof they do hereby acknowledg, and that the ſame in the laſt payment, and in full ſatisfaction of and for all the Lands, Tenements and Hereditaments which the ſaid I. C. had in the County of O. and which the ſaid T. G. purchaſed, and thereof and of every part and parcel thereof, they do clearly and abſolutely acquit and diſcharge the ſaid T. G. his Heirs, Executors, and Adminiſtrators, for ever by theſe preſents: And in conſideration of the premiſſes, the ſaid R. L. and I. C. do for themſelves jointly, and either of them for himſelf ſeverally doth covenant, promiſe and grant to and with the ſaid T. G. his Heirs, Executors, and Aſſigns, that they the ſaid R. L. and I. C. ſhall and will from time to time, and at all times hereafter ſave, defend and keep harmleſs

leſs the ſaid T. G. his Heirs, Executors, and Aſſigns, and alſo all the ſaid Lands and premiſſes in C. aforeſaid, or elſewhere in the ſaid County of O. ſo purchaſed by him the ſaid T. G. and all others his Lands, Tenements, Goods, and Chattels, of and from all loſs and damage whatſoever, which ſhall happen, ariſe or befal, for or in reſpect of any the debts of the ſaid W. C. and I. C. or of either of them: In witneſs, *&c.*

A Proviſo to be inſerted in a Leaſe, or a Power of Revocation reſerved.

PRovided always, That if the ſaid, *&c.* his Executors or Adminiſtrators, or any of them, ſhall at any time hereafter pay or tender unto the ſaid W. W. his Executors, *&c.* or to any other perſon or perſons whatſoever, to and for the uſe of the ſaid W. W. his, *&c.* the ſum of 12 *l.* of lawful Money of *England*, to the intent to make void this preſent Leaſe and Demiſe, and ſhall expreſs and declare ſuch his, her, or their intention, either by word, or writing, that then and from thenceforth this preſent Leaſe and Demiſe ſhall ceaſe and be void: In witneſs, *&c.*

A Preſentation of a Miniſter to a Living, according to the Form now uſed.

TO all Chriſtian people, to whom this preſent Writing ſhall come, we A. B. and C. D. the true and undoubted Patrons of the Vicarige or Pariſh-Church of C. in the County of S. ſend greeting; Foraſmuch as the ſaid Vicarige or Pariſh-Church is lately by the death of *E. F.* the late Incumbent there become void, and in our full right of preſentation; we do therefore hereby preſent you G. H. Clerk, Mr. of Arts, unto the Church of C. aforeſaid, and to the Vicarige thereof, to have, hold and enjoy the ſame, with all and every the rights, members and appurtenances thereunto belonging, according to ſeveral former and late Acts of Parliament in this caſe provided, doing and performing the duties of a Paſtor belonging to the ſaid Chureh. In witneſs whereof we have hereunto ſubſcribed our Names and ſet our Seals this day of in the Year of our Lord God, One thouſand ſix hundred and fifty two.

A Leaſe of a Parſonage Impropriate for three Lives, upon ſurrender of a former Leaſe with extraordinary Covenants, and a Letter of Atturney to deliver poſſeſſion, together with the Execution thereof endorſed.

THis Indenture made the 5*th* day of *March*, in the year of our Lord God, 1651. Between R. S. of the City of *Oxford*, Gent. of the one part, and W. P. of *London Eſq*; of the other part, witneſſeth, That the ſaid S.W. for divers good cauſes and conſiderations him hereunto moving, and eſpecially in conſideration of a Surrender made to the ſaid W. C. of a Leaſe now in being for three lives, bearing date the 28. of *March*, in the ſixth year of the Reign of the late King *Charles*, made by I. S. father of the ſaid W S. party to theſe preſents deceaſed, to Sir H. M. deceaſed, of the Parſonage of *Bray*, and other things hereafter in theſe preſents mention'd, hath demiſed, granted, and to farm-let, and ſet to the ſaid W.P. the ſcite of the Parſonage of *Bray* in the County of B. and all the Houſes upon the ſaid ſcite builded, arrable Lands, Meadows, Leaſows and Paſtors, Demeſnes as well in ſeveral as in common, to the ſaid Parſonage belonging, and all the Rents of all the Tenants of the ſaid W. S. as well Freeholders as Cuſtomary Tenants, and all the Tithings of Corn and Hay to the ſaid Parſonage belonging, with all other the profits and commodities to the ſaid Parſonage belonging or appertaining, except and to the ſaid W. S. and his Heirs and Aſſigns, always reſerved all Wards, Marriages, Reliefs, Eſcheats, Fines, Heriots, Amerciaments, Woods and underwoods, and the Advowſon of the Pariſh Church of *Bray*, when and as oft as it ſhall be void: To have and to hold the ſaid ſcite of the Parſonage aforeſaid, and all the ſaid Houſes, Lands, Meadows, Leaſows, Paſtures, Tythes, and other the premiſſes, with all and ſingular the commodities and profits thereunto belonging, with their appurtenances (except before excepted) to the ſaid W. P. his Executors, Adminiſtrators and Aſſigns, for and during the lives of the ſaid W. P. and M. P. his Wife, and T.P. Son of the ſaid W.P. and for and during the natural life of the longer liver of them, or any of them, yielding and paying therefore yearly, during the ſaid Term, unto the ſaid W. S. his Heirs and Aſſigns, Four Pounds of good and lawful Money of *England*, at four Feaſts or Terms of the year, That is to ſay, at the Feaſt of Saint *Thomas* the Apoſtle, the Annunciation of the bleſſed Lady Saint *Mary* the Virgin, the Nativity of Saint *John* the

Baptiſt, and Saint *Michael* the Arch Angel, by even and equal portions; and if it happen the ſaid yearly rent of Four pounds, or any part or parcel thereof, to be behind and unpaid, after any of the ſaid Feaſts above limited for payment thereof, during the ſaid Term, by the ſpace of one month, that then it ſhall be lawful to and for the ſaid W. S. his Heirs and Aſſigns into the ſaid ſcite, and all other the premiſſes to enter and diſtrain, and the diſtreſſes there taken to lead, drive and carry away, and to detain in the ſame till the ſaid Rent, and the Arrearages thereof (if any ſhall be) they ſhall be fully ſatisfied and contented; and if the ſame Rent, or any part or parcel thereof, be behind and unpaid after any of the Feaſts above limited, for payment thereof, by the ſpace of one quarter of a year, or if it happen the ſaid W. P. or any of his Aſſigns, to make any waſte in the ſaid ſcite or other of the premiſſes, or any part thereof, except the ſame be re-edified and builded within one whole year next after notice and warning thereof to them given, that then it ſhall be lawful to and for the ſaid W. S. his Heirs and Aſſigns into the ſaid Scite, Lands, Meadows, Leaſows, Paſtures, Rents, Tythings, and all and ſingular other the Premiſſes, to re-enter, and the ſame to have again, poſſeſs and enjoy, as in his or their former eſtate, and the ſaid W. P. his Executors and Aſſigns thereof, and from thence utterly to expel and amove, this Indenture, or any thing herein contained to the contrary notwithſtanding. And the ſaid W. P. for himſelf, his Executors, Adminiſtrators and Aſſigns, doth Covenant, and grant, to and with the ſaid W. S. his Heirs and Aſſigns, that he the ſaid W. P. his Executors, Adminiſtrators and Aſſigns, ſhall find to the ſaid W. S. and his Heirs, and his and their Deputies and Officers, coming to the ſaid Scite or Parſonage, as well for the Courts and Law-days there to be kept, as for the ſurvey of the premiſſes, meat, drink, houſe, room and beds convenient and neceſſary for their degrees; and for their horſes, hay, litter and provinder ſufficient, at the coſts of the ſaid W. P. his Executors and Aſſigns, from time to time during the ſaid term: And that the ſaid W. P. and his Aſſigns, during the ſaid term, ſhall yearly find to the Suitors of the Court of *Bray*, ſuch Dinners or Repaſts as I. P. and other Farmors there have uſed to do, taking of the ſaid W. S. 10. *s.* yearly during the ſaid term, and that the ſaid W. P. and his Aſſigns, all the Dung upon the ſaid Scite and other the premiſſes, gathered and hereafter during the ſaid term to be gathered upon the Lands and Demeaſnes of the ſaid Parſonage, and in none other place, ſhall lay or

ſpread

ſpread during the ſaid Term, and alſo ſhall leave all the Meadows of the ſaid Parſonage unmowed, with their graſs and veſture full growing as in the beginning of the ſaid Term they ſhall be left to him; and that the ſaid W. P. and his Aſſigns, the great Barn of the ſaid Parſonage, and all the Houſes upon the ſaid Scite builded, and all the Hedges, Walls, Ditches, Incloſures, and other the premiſſes during the ſaid term, ſhall ſufficiently repair, maintain, ſcour and keep at their only coſts and expences, and ſo in the end of the ſaid term, ſhall leave them (the ſaid W. P. and his Aſſigns, taking ſufficient great Timber for the ſame in grounds of the ſaid W. S. at *Bray* aforeſaid; and the ſaid W. P. Covenanteth and Granteth by theſe preſents, for him, his Executors and Aſſigns, that he or one of his Aſſigns, ſhall be continually dwelling upon the ſaid Scite with all their houſe-hold, or elſe ſhall appoint a convenient Tenant or Undertenant, to dwell and abide thereupon by themſelves and all their houſhold, during the ſaid term: and the ſaid W. S. hath conſtituted, ordained and appointed, and by theſe preſents, doth conſtitute, ordain and appoint H. W. to be his true and lawful Atturney, for him, and in his name and ſtead, to enter into the ſaid Scite, Parſonage, and other the premiſſes, or into ſome part thereof, in the name of the whole, and poſſeſſion of the ſame to take, and after to deliver ſeiſin of all the ſaid premiſſes, or of ſome part thereof in the name of the whole, unto the ſaid W. P. or to his Atturney, lawfully authorized to receive the ſame: To have and to hold, to him the ſaid W. P. his Executors, Adminiſtrators and Aſſigns, for and during the lives of the above named W. P. M. P. and T. P. and the life of the longer liver of them, according to the purport, effect and true meaning of this Indenture. In witneſs whereof the ſaid parties to theſe preſents, their hands and ſeals interchangeably have ſet, the day and year firſt above written.

The Execution of the Letter of Atturney for poſſeſſion, endorſed on the back of the Leaſe aforeſaid.

MEmorandum, That the day of in the Year of our Lord God, &c. the within named H. W. according to the power and authority to him given by the within named W. S. did enter into the Parſonage Houſe of *Bray*, in the County of B. in the name of the whole Rectory and Premiſſes within mentioned to be demiſed, and did deliver poſſeſſion and ſeiſin thereof unto the within named

ned W.P. To have and to hold, according to the purport and effect of the Deed within written, in the preſence of, &c.

A Grant of an Annuity for three Lives, with the Inheritance of the Land aſſured for the ſame by Recovery and Fine. Well penned.

THis Indenture made, &c. Between the Right Honourable H. *E*arl of H. and the Right Honourable K. Counteſs of H. now his Wife, on the one part; and I. S. and A. his Wife, on the other part: Witneſſeth, that the ſaid *E.* for and in conſideration of the ſum of 3000 *l.* of good, &c. hath given and granted, and by theſe preſents doth give and grant for him, his heirs, executors, and adminiſtrators, one Annuity of 500 *l.* of lawful, &c. by the ſaid *E*arl, his heirs, executors, adminiſtrators or aſſigns from henceforth yearly to be paid to the ſaid I. S. and A. and their aſſigns, and to the ſurvivor of them, and the aſſigns of the ſurvivor of them by and during all the term of the natural lives of the ſaid I. and A. and the natural life of the longer liver of them, at the North-gate of the new-building, ſcituate within the City of L. commonly called the Royal *E*xchange, &c. at two equal payments in every year in manner and form following, that is to ſay, on the 20*th* day of *November* between the hours of, &c. in the Afternoon of the ſame day 250*l.* and on the 20*th* of *May* between (like hours) in the Afternoon of the ſame day 250 *l.* the firſt payment thereof to begin and to be made on the ſaid 20*th* day of *November* next coming, and ſo from thenceforth to have continuance, and yearly to be paid to the ſaid I. and A. and to the longer liver of them and their Aſſigns, and to the Aſſigns of the longer liver of them, every year upon the ſaid days, and within the ſaid times, and at the ſaid place, during the natural Lives of the ſaid I. and A. and the natural Life of the longeſt liver of them.

And for the ſaid conſideration, and for a good and certain Surety and Aſſurance to be had and made to the ſaid I. S. and A. his Wife, of and for the ſaid Annuity, and yearly payment of 500 *l.* to them, and the Survivor of them, and to their aſſigns, and to the aſſigns of the Survivor of them, well and truly to be made every Year during their natural lives, and during the natural life of the longer liver of them, accor-

Covenant for perfect aſſurance to be made for the Annuity.

according to the tenor, effect, and true meaning of the preſents: The ſaid *Earl* for himſelf, his heirs, executors, and adminiſtrators, and every of them, and for the ſaid Counteſs his Wife, doth covenant, grant, and agree to and with the ſaid I. and A. their executors, adminiſtrators and aſſigns, and every of them by theſe preſents, That he the ſaid *Earl* and the ſaid Counteſs his Wife before the laſt day of *Nov.* now next coming, ſhall and will permit and ſuffer the ſaid I. and A. at the coſt and charges of the Law of the ſaid I. lawfully to recover againſt the ſaid *Earl* and Counteſs by Writ of *Entry*, *Sur diſſeiſin*, with Voucher or Vouchers, after the order and courſe of common Recoveries, of all that the Mannor of A. with the Appurtenances in the County of S. *&c.* and all and ſingular Meſſuages, Lands, Tenements, Rents, Reverſions, Rights, Patronages of Churches, Franchiſes, Liberties, Juriſdictions, Priviledges and Hereditaments whatſoever, eſteemed, reputed, uſed, demiſed, or taken as part, parcel or member of the ſaid Mannor of A. and all and ſingular Mannors, Meſſuages, Lands, Tenements, Reverſions, Services and Hereditaments whatſoever, which the ſaid *Earl* and Counteſs have, or either of them hath, or at any time had, in or within the ſaid, *&c.*

The ſaid Earl and Counteſs will permit, &c. to recover, &c. by Writ of, &c.

And alſo the ſaid *Earl* and Counteſs ſhall likewiſe permit and ſuffer the ſaid I. and A. lawfully to recover againſt the ſaid *E.* and C. by another Writ of *Entry*, *Sur Diſſeiſin*, with Voucher or Vouchers after the order, *&c.* of all that the Mannor, *&c.* And that all the ſaid Recoveries ſhall be in due Form of Law lawfully executed.

And likewiſe to recover, &c. by another Writ of Entry.

And moreover, that as well the ſaid *E.* and C. now his Wife, at the coſts and charges of the ſaid I.W. in the Law, on or before the laſt day of *November* now next coming as aforeſaid, ſhall and will by Fine in due form of Law, to be levied with Proclamations, according to the Statute in that behalf provided, convey and aſſure unto the ſaid I. and A. and to their Heirs, or to the Heirs of one of them, all the ſaid Mannors, and all the premiſſes, with all and ſingular their appurtenances, with warranty of the ſaid *E.* and the ſaid C. his Wife, and of the heirs of the ſaid *E.* of all the premiſſes to the ſaid I. S. and A. his Wife, and to the Heirs of the ſaid I. againſt all men; as alſo, that after the ſaid Fine had, recovered and executed, Sir G. H. Kt. brother of the ſaid *E.* on this

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ſide (ſuch a day) at the coſts and charges in the Law only of the ſaid I. and A. or of their Aſſigns, ſhall and will by Fine with Proclamations according to the Statute in due form of Law, by him the ſaid Sir G. to be levied, grant and releaſe unto the ſaid E. and his Heirs, all and ſingular the premiſſes with warranty of the ſame to the ſaid E. and his Heirs againſt him the ſaid Sir G. and his Heirs according to the uſual manner of Fines.

And it is condeſcended, concluded and agreed between the ſaid parties, that as well the ſaid Fine of the ſaid E. and C. and the ſaid Recovery and Recoveries, ſo to be had and executed, as is aforeſaid, as alſo the ſaid Fine of the ſaid G. H. and all other Fine and Fines, Recovery and Recoveries, Aſſurance and Aſſurances whatſoever, ſpecified or mentioned in theſe preſents, ſhall be to the uſes, intents and purpoſes hereafter expreſſed in theſe Indentures, and to none other uſe or uſes, intent or purpoſe, that is to ſay, to the uſe and behoof of the ſaid E. and his Heirs, until default of payment ſhall be made of the ſade Annuity granted by theſe preſents, or of ſome part thereof contray to the form, tenor and effect of theſe preſents, and after default of payment of the ſade annuity, or any part thereof, contrary to the form, tenor and effect of theſe preſent, then to the only uſe and behoof of the ſaid I. and A. and for and during the term of their natural lives, and the life of the longer liver of them, their Aſſignee and Aſſignees; And the Aſſignee of the ſurvivor of them. In witneſs whereof, the ſaid parties to theſe preſents, their hands and ſeals interchangeably have ſet the day and year firſt above-written.

That the fine and recoveries ſhall be to the uſe of, &c.

A Leaſe for a Year.

THis Indenture made the, *&c.* day of, *&c.* in the year of our Lord God, according to the accompt uſed in *England*, 1658. between W. S. the elder of, *&c.* in the County of, *&c.* Eſq; and Doctor in Divinity, of the one part, and S. M. and C. D. of, *&c.* in the County of, *&c.* Gent. of the other part, Witneſſeth, That the ſaid S. W. for, and in conſideration of the ſum of five ſhillings of lawful money of *England* to him in hand paid by the ſaid S. M. and C. D. whereof he doth hereby acknowledg the receipt, hath bargained and ſold, and doth by theſe preſents bargain and ſell unto the ſaid S. M. and C. D. their Executors, Adminiſtrators and Aſſigns, all the Lands, Tenements and Hereditaments, with their

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and every of their appurtenances, commonly called or known by the names of, &c. (containing by eſtimation ſix hundred and thirty Acres, be the ſame more or leſs, ſcituate, lying and being in the Towns, Pariſhes, Villages and Hamlets of G. and S. in the ſaid County of, &c. or one of them; together with all other lands, tenements and hereditaments, heretofore of Sir S. W. deceaſed, and now or late of the ſaid S. W. that are ſcituate, lying and being in the Towns, Villages and Hamlets of M. and T. aforeſaid, or either of them) and alſo the reverſion and reverſions, remainder and remainders thereof, to have and to hold the ſaid lands, tenements, hereditaments and premiſſes, with the appurtenances, unto the ſaid S. M. and C. D. their executors, adminiſtrators and aſſigns, from the day next before the date hereof, unto the end and term, and for and during the term of one year from thence next enſuing, to the intent, that by vertue thereof, and of the Statute for transferring uſes into poſſeſſion, the ſaid S. M. and C. D. may be in the actual poſſeſſion of the ſaid lands, tenements and premiſſes, and be enabled to take and accept of a grant and releaſe of the ſame premiſſes to them, their heirs and aſſigns for ever. In witneſs, &c.

A Releaſe and confirmation of the precedent Lands.

THis Indenture made the, &c. day of, &c. in the year of our Lord God, according to the account uſed in *England*, 1658. Between W. S. of &c. in the County of, &c. Eſquire and Doctor in Divinity of the one part, and S. M. and C. D. of, &c. in the County of, &c. Gent. of the other part. Whereas the ſaid W. S. by Indenture bearing date the, &c. day of this inſtant month of, &c. for the conſideration therein expreſſed, did bargain and ſell unto the ſaid S. M. and C. D. all thoſe lands, tenements and hereditaments, with their and every of their appurtenances, commonly called or known by the name of, &c. containing by eſtimation ſix hundred and thirty Acres, be the ſame more or leſs, ſcituate, lying and being in the Towns, Villages, and Hamlets of T. and M. in the ſaid County of, &c. or one of them, together with all other Lands, Tenements and Hereditaments heretofore of Sir S. W. deceaſed, and now or late of the ſaid S. W. that are ſcituate, lying and being in the Towns, Villages and Hamlets of G. and S. aforeſaid, or either of them) and alſo the reverſion and reverſions, remainder and remainders of the ſaid Lands, Tenements and Premiſſes, and every part

part thereof: To have and to hold the ſaid lands, tenements and premiſſes, with the appurtenances, unto the ſaid S. M. and C. D. their *Executors*, Adminiſtrators, and Aſſigns, from the day next before the date of the ſaid recited Indenture, unto the end and term of one year from thence next following: To the intent, that by the vertue thereof, and of the Statute for transferring uſes into poſſeſſion, the ſaid S. M. and C. D. might be in the actual poſſeſſion of the ſaid lands, tenements and premiſſes; and be enabled to accept of, and take a grant and releaſe of the Reverſion and Inheritance thereof to them and their Heirs, to the uſe of them, their Heirs and Aſſigns for ever, as by the ſaid recited Indenture more at large appeareth. Now this Indenture witneſſeth, that the ſaid S. W. as well for and in conſideration of the ſum of, *&c.* of lawful Money of *England*, paid and ſecured to be paid by the ſaid S. M. and C. D. to ſeveral perſons, by the direction and appointment of the ſaid S. W. and for ſome of his Debts, wherewith the ſaid lands and premiſſes ſtood charged and lyable: That is to ſay, three thouſand Pounds, part thereof to F. R. *Eſquire*, and C. I. Citizen and Mercer of *London*, in ſatisfaction and diſcharge of the Money due to them, by and upon a grant and conveyance thereof heretofore made of the ſaid Lands and premiſſes by the ſaid W. S. and R. I. *Eſquire*, to the ſaid F. R. and C. I. and their heirs, and, *&c.* reſidue of the ſaid ſum of, *&c.* to Sir C. C. and Sir P. F. in ſatisfaction and diſcharge of their right and eſtate which they had, of, and in the premiſſes by a grant and conveyance of the ſaid S. W. before this time made to them and their Heirs. As alſo in conſideration of a competent ſum of money by the ſaid S. M. and C. D. to the ſaid S. W. in hand paid, whereof he doth hereby acknowledg the receipt, hath granted, remiſed, releaſed and confirmed, and doth by theſe preſents grant, remiſe, releaſe and confirm unto the ſaid S. M. and C. D. in their actual poſſeſſion now being (by vertue of the ſaid recited Indenture of bargain and ſale made to them of a year, and of the ſaid ſtatute) and to their heirs and aſſigns, the aforeſaid Lands, Tenements, Hereditaments, and premiſſes, with the Appurtenances, and all the *Eſtate*, Right, Title, Intereſt, Claim and Demand whatſoever of the ſaid S. W. of, in, and to the ſame and every part thereof; and the Reverſion and Reverſions, Remainder and Remainders thereof, and of every part thereof: To have and to hold the ſaid lands, tenements, hereditaments and premiſſes, with the appurtenances unto the ſaid S. M. and C. D. their heirs and aſſigns for ever, to the only uſe and behoof of the ſaid S. M.

and

and C. D. their heirs and aſſigns for ever. And the ſaid S. W. for himſelf, his heirs, executors, adminiſtrators and aſſigns, doth covenant and grant, to and with the ſaid S. M. and C. D. their heirs and aſſigns by theſe preſents, in manner and form following: That is to ſay, that the ſaid S. M. and C. D. their heirs and aſſigns, ſhall and may from time to time, and at all times for ever hereafter peaceably and quietly have, hold and enjoy the aforeſaid Lands, Tenements and premiſſes, with the appurtenances before herein mentioned to be granted, without any let, trouble, moleſtation or interruption of the ſaid S. W. or of his heirs, or of any other perſon or perſons whatſoever, having or lawfully claiming to have any eſtate, right, title, intereſt, term, claim, or demand of, in, and to the ſame, and every and any part thereof, and that freed, acquitted and diſcharged, or well and ſufficiently ſaved and kept harmleſs by the ſaid S. W. his heirs, executors, adminiſtrators, and aſſigns, of, and from all former and other grants, bargains, ſales, feoffments, mortgages, joyntures, dowers, leaſes, eſtates, Statute-Merchant, and of the Staple Recognizance, judgments, executions, Poſt-fines, iſſues, amerciaments, rent-charge and ſeck, all arrearages of rents, and of, and from all other titles, troubles, charges and incumbrances whatſoever, had, made, committed, ſuffered or done by the ſaid S. W. or by any other perſon or perſons whatſoever, except one conditional grant of the premiſſes heretofore made by the ſaid W. S. and B. I. *Eſq*; to F. R. *Eſq*; and C. I. Citizen and Grocer of *London*, their heirs and aſſigns, by way of Mortgage for ſecurity of payment of a Sum of Money therein mentioned. And alſo that the ſaid S. W. Sir C. C. and Dame *E.* his Wife, and S. W. *Eſq*; and C. his Wife, the ſaid C. and *E.* being Siſters and Co-heirs of S. C. *Eſq*; deceaſed, their heirs and aſſigns, and all and every other perſon or perſons, having or lawfully claiming to have any eſtate, right, title, intereſt, claim, or demand, of, in, or to the ſaid Lands, Tenements and premiſſes hereby granted, or any part thereof, ſhall and will from time to time, and at all times hereafter, at the reaſonable requeſt, and at the Coſts and Charges in the Law of the ſaid S. M. and C. D. their Heirs and Aſſigns, make, do, acknowledge, levy, ſuffer and execute, and cauſe and ſuffer to be made, done, acknowledged, levied, ſuffered and executed all and every ſuch other and further acts, things, devices and aſſurances in the Law whatſoever of the ſaid Lands, Tenements and premiſſes before herein mentioned to be granted, with the appurtenances, unto the ſaid S. M. and C. D. their Heirs and Aſſigns,

be

be it by fine, feoffment, deed or deeds, enrolled or not enrolled, recovery with voucher or vouchers over releaſe and confirmation, or by all or any of them, or by any other reaſonable aſſurance in the law, as by the council learned in the Law of the ſaid S. M. and C. D. their Heirs or Aſſigns, ſhall be reaſonably deviſed or adviſed and required, the which ſaid further aſſurance and aſſurances ſo to be had and made, ſhall be and ſhall endure, to the only uſe and behoof of the ſaid S. M. and C. D. their Heirs and Aſſigns for ever, and to no other uſe or uſes, intents or purpoſes whatſoever. In witneſs whereof, the ſaid parties to theſe preſents, their Hands and Seals interchangeably have ſet the day and year firſt above written.

Note, That this Conveyance of Leaſe and Releaſe is much in uſe, and works without the formal act of livery and ſeiſin.

Note alſo, That if you leave out the recital in the Releaſe, and put in the word Enfeoffe in the Grant, then the Releaſe works alone without the Leaſe with livery.

A Releaſe from an Executor to two Creditors of the Teſtator of all debts.

BE it known unto all men by theſe preſents, that I. C. E. Citizen and Mercer of, &c. Executor of the laſt Will and Teſtament of E. G. late Citizen and Haberdaſher of, &c. deceaſed, have remiſed and releaſed, and by theſe preſents for me, my Heirs, Executors and Adminiſtrators, do remiſe, releaſe, and for ever quit claim unto C. R. of, &c. in the Province of, &c. in the parts beyond the Seas, Haberdaſher, and C. I. of, &c. Gent. and unto either of them, all and all manner of actions, ſuits, debts, debates, accompts, reckonings, bills, bonds, writings, obligatory covenants, judgments, extents, executions, claims, duties, and all other demands whatſoever, which of or againſt the ſaid C. R. and C. I. or either of them, their or either of their heirs, executors or adminiſtrators, or any of them, ever I have had, now have, or hereafter ſhall or may have by force and vertue of the execution of the laſt Will and Teſtament aforeſaid, or by reaſon, force, colour and means of any other act, matter, cauſe, deed, or thing whatſoever it be, from the beginning of the world until the day of the date of theſe preſents. In witneſs whereof I have hereunto ſet my hand and ſeal the, &c. day of, &c.

A Releaſe with an exception of ſome Bonds, &c.

KNow all men by theſe preſents, That I. W. H. Citizen and Marchant-Taylor of, &c. have remiſed, releaſed and diſcharged, and by theſe preſents do for me, my executors and adminiſtrators, remiſe, releaſe and diſcharge unto R. C. of, &c. Barber-Chirurgion, all and all manner of debts, ſums of money and demands, bills and bonds whatſoever, between me the ſaid W. H. and the ſaid R. C. for any matter or thing whatſoever before the day of the date hereof, excepting two bills, bearing date the, &c. day of, &c. the one for payment of five pounds on the, &c. day of, &c. next coming; and the other for payment of five pounds on the, &c. day of, &c. now next coming. In witneſs whereof I have hereunto ſet my hand and ſeal the, &c. day of, &c.

A Releaſe from two Partners to two Debtors.

KNow all men by theſe preſents. That we P. E. and L. T. Citizens and Marchant Taylors of, &c. have remiſed, releaſed and quit claimed, and by theſe preſents for us, our heirs, executors and adminiſtrators, joyntly and ſeverally do remiſe, releaſe and quit-clame unto C. R. of, &c. in the province of, &c. in the parts beyond the Seas, Haberdaſher, and unto C. H. brother of the ſaid R. and to either of them, all and all manner of actions, ſuits, debts, bills, bonds, reckonings, accounts, and all other matters, cauſes, things and demands whatſoever between us the ſaid P. E. and L. T. or either of us, and the ſaid C. R. and C. H. or either of them, for any matter or things whatſoever at any time or times, before the day of the date of theſe preſents. In witneſs whereof we have hereunto ſet our hands and ſeals the, &c. day of, &c. in the year of our Lord God, &c.

Sealed and delivered in the preſence of

A Grant of the Stewardſhip of a Mannor during pleaſure.

TO all Chriſtian people to whom this preſent writing ſhall come I. P. I. of the *Middle Temple, London*, Eſquire, ſend greeting in our Lord God everlaſting. Know ye, that I the ſaid

ſaid P.I. have given and granted, and by this my preſent Writng, do give and grant unto B. I. of, &c. in the County of, &c. Gent. the Office of Steward and Stewardſhip of all that the Mannor of, &c. and of the Hundred of, &c. in the County of, &c. and alſo the Cuſtody and keeping of Courts, Leets, and other Courts of and within the ſaid Mannor and Hundred, together alſo with all fees and profits therunto belonging, to have, hold and enjoy the ſame to him the ſaid B. I. by himſelf or his ſufficient Deputy, for and during my will and pleaſure. In witneſs whereof I the ſaid P.I. have hereunto ſet my hand and Seal, dated the, &c. day of, &c.

Sealed and delivered in the preſence of

An agreement of Creditors to take their Debts by four ſeveral payments, and abate all intereſt.

WE the Creditors of C. H. whoſe names are hereunder ſubſcribed, are all content, and do every one of us ſeverally and reſpectively for himſelf agree and promiſe to take and accept of ſuch principal debts as are due unto us from the ſaid C. H. at ſuch fore days of payment as is heareafter mentioned (the ſaid payment to be made by even and equal portions) That is to ſay, one fourth part of our ſaid ſeveral debts on or before the, &c. day of, &c. next coming; one other fourth part thereof on the, &c. day of, &c. now next alſo enſuing; one other fourth part thereof on the, &c. day of, &c. which ſhall be in the year of our Lord God, &c. and the reſidue of our ſaid ſeveral debts being the laſt and fourth part on the, &c. day of, &c. wich ſhall be in the year of our Lord God, &c. in full payment and ſatisfaction of our ſaid debts: and upon the ſaid C. H. making the firſt payment, and giving us reſpectively his bonds or bills for the three laſt payments, according to this agreement, we will deliver up our old ſecurities and diſcharge him thereof. Witniſs our hands the, &c. day of, &c.

A Leaſe of a ſide of a Shop and other conveniencies, with a grant of goods and wares, according to a ſchedule annexed.

THis Indenture made the, &c. day of, &c. between E. H. Citizen and Stationer of, &c. on the one part, and H. T. of the ſame City Stationer on the other part, witneſſeth, that the ſaid E. H. for and in conſideration of the yearly rent hereafter in and by theſe preſents reſerved to be paid, hath demiſed, granted, and to farm-letten, and by theſe preſents doth demiſe, grant, and to farm-let unto the ſaid H. T. all that part of the Shop now in the occupation of the ſaid E. H. being the Weſt ſide of the ſame Shop, and alſo the ware-houſe at the end of the ſame Shop, which ſaid ware-houſe abutteth upon the South-end of that part of the ſaid Shop which now is in the occupation of A. R. as the ſame demiſed part of the ſaid Shop, and alſo the ſaid demiſed ware-houſe now are in the occupation of him the ſaid E. H. and parcel of his dwelling houſe, called, or known by the name or ſign of the, &c. in, &c. ſcituate in the Pariſh of, &c. And the ſaid E. H. for the conſideration aforeſaid, doth further grant unto the ſaid H. T. free liberty and paſſage from and out of the ſaid Shop into the Yard belonging to the ſaid Meſſuage, in, by, and through the entry there, at all ſeaſonable and convenient times, to draw and uſe water at the Ciſtern ſtanding in the ſaid yard, and for any other conveniency, and alſo room in the Celler belonging to the ſaid Meſſuage, to ſet Ink in pots or tubs there, and to carry and fetch away the ſame, as occaſion ſhall be from time to time, doing as little harm thereby as may be; To have and to hold the ſaid Weſt-ſide of the ſaid Shop, and alſo the ſaid Ware-houſe with free uſe of room, liberty, and paſſage as aforeſaid, unto the ſaid H. T. his Executors, Adminiſtrators and Aſſigns, from the day of the date of theſe preſents, unto the full end and term of ſeven years from thence next enſuing, and fully to be compleat and ended, yielding and paying therefore yearly during the ſaid term unto the ſaid E. H. his Executors, Adminiſtrators and Aſſigns, the ſum of twenty pounds of lawful money of England at the Feaſts of, &c. by even and equal portions; and if it ſhall happen the ſaid yearly rent of twenty pounds to be behind or unpaid in part or in all, by the ſpace of fourteen days next after either of the ſame Feaſts, at which the ſaid ought to be paid as aforeſaid, being lawfully demanded, That then and from thenceforth, it ſhall and may be lawful to and for the ſaid E. H. his Executors, Adminiſtrators and Aſſigns, into the ſaid demiſed premiſſes to re-enter, and the ſame to have again, re-poſſeſs and re-enjoy, as in in his former eſtate, any thing therein contained to the contrary notwithſtanding: And the ſaid E. H. doth hereby covenant

nant and grant to and with the ſaid H.T. That he the ſaid E. or any other by his leave, ſufferance or title, ſhall not, neither will during the ſaid term, ſell, or cauſe or procure to be ſold or vended in the ſaid Eaſt-ſide, or part of the ſaid Shop now in the ſaid A.R. his occupation, any wares or commodities whatſoever belonging to the Trade of a Stationer, or which the ſaid E. H. uſually ſelleth or hath ſold in the ſaid now demiſed part of the ſame Shop (excepting all manner of printed Books) And the ſaid E.H. for and in conſideration of the ſum of One hundred thirty ſix pounds ſix ſhillings and eleven pence of lawful money of England *to him in hand paid by the ſaid H.T. before the enſealing and delivery of theſe preſents, whereof he the ſaid E. doth hereby acknowledg the receipt, hath bargained and ſold, and by theſe preſents doth bargain, ſell, aſſign, ſet over and deliver unto the ſaid H. T. all and ſingular the compters, ſhelves, boxes, drawers, goods, chattels and wares of him the ſaid E. H. being and remaining in and about the ſaid demiſed premiſſes, and which are mentioned and expreſſed in a Schedule or Inventory to theſe preſents annexed, to have, hold, enjoy, retain, keep and diſpoſe of the ſaid compters, ſhelves, boxes, drawers, goods, chattels and wares, and every of them, and every part or parcel of the ſame unto the ſade H. T. to the only proper uſe and behoof of him the ſade H. his executors and adminiſtrators, without any let, denyal, moleſtation or interruption of the ſaid E. H. or of any other by or through his means, conſent, title or procurement: And the ſaid H.T. doth hereby covenant and grant, to and with the ſaid E. H. that he the ſaid H. his executors or aſſigns, ſhall and will at the end of the ſaid term, leave the ſaid compters, ſhelves, drawers and boxes, in the ſame places where they now ſtand, if the ſaid E. will then pay for the ſame unto the ſaid H. the ſum of eight pounds of good and lawful Engliſh mony. In witneſs whereof the parties firſt above named, have to theſe preſents interchangeably ſet their hands and ſeals the day and year firſt above-written.*

A Declaration of one, whoſe name is uſed in truſt in an Obligation.

WHereas in and by one Obligation bearing date with theſe preſents, G. H. Citizen and Girdler of LONDON, ſtandeth bound to me I. K. Citizen and Girdler of *London*, in the ſum of one hundred pounds, conditioned for payment of one and fifty pounds and ten ſhillings, on the &c. day of, &c. now next enſuing, as thereby appears. Now I the ſade I. K. do hereby acknowledg and declare, that the moneys lent upon the ſaid obligation, was all the proper moneys of L.M. of *London* Gent. and that my name is uſed in

the ſaid obligation only in truſt, and for the benefit of him the ſaid L. M. Witneſs my hand and ſeal the, &c. day of, &c.

A Preſentation to a Living by one who had the next donation granted to him by the Patron, according to the lateſt form.

TO the right Honourable the Commiſſioners for approbation of publick Preachers. I.A.B. of C. in the County of D. Gent. preſent to you E.F. Clerk, to the Rectory of G. in the ſaid County, with all the profits thereunto belonging; By the Reſignation (or by the death) of H.I. the laſt incumbent there, being now void, and in my gift, by vertue of a gift and grant thereof to me the ſaid A.B. made by K.L. of M. in the ſaid County Eſq; the true and undoubted Patron of the ſame Rectory, by a ſufficient writing under his hand and ſeal, bearing date the, &c. day of, &c. laſt paſt, by which the ſaid K. L. the firſt and next advowſon, nomination, donation, collation, preſentation and free diſpoſition of the aforeſaid Rectory, with all its rights, members and appurtenances whatſoever, did to me the ſaid A.B. give and grant, deſiring you to admit the ſaid E.F. to the ſaid Church and Rectory, and to inſtitute him Rector there: And likewiſe to inveſt him with all the rights, members and appurtenances whatſoever thereunto belonging: And that you fully accompliſh and fulfill all other the ſeveral Acts and things, which your Office Obligeth you to perform herein. Witneſs my hand and ſeal the, &c. day of, &c. in the year of our Lord, 1658.

A Preſentation by a Patron, of the lateſt form.

TO the Right Honourable the Commiſſioners for approbation of publick Preachers, I.A.B. of C. in the County of D. Eſq; the true and undoubted Patron of the Pariſh-Church and Rectory of G. in the County of H. preſent unto you I.K. Clerk, to the ſaid Rectory of G. with all the profits thereunto belonging by the reſignation or death (*as the caſe is*) of L.M. the laſt incumbent there, being now void, and in my gift, deſiring you to admit the ſaid I.K. to the ſaid Church and Rectory, and to inſtitute him Rector there, and likewiſe to inveſt him with all the rights, members and appurtenances whatſoever thereunto belonging: And that you fully

accompliſh

accompliſh and fulfill all other the ſeveral acts and things wich your Office obligeth you to perform herein. Witneſs my hand and ſeal the, &c.

A deed of feoffment, with a Letter of Atturney to give livery and ſeiſin.

TO all to whom theſe preſents ſhall come, S.W. of, &c. ſendeth greeting. Know ye that the ſaid S.W. for and in conſideration of the ſum of 5 s. of lawful money of *England* to them in hand paid by S. M. and C.D. of &c. whereof the ſaid S. W. doth hereby acknowledge the receipt, and of the ſum of 5000 l. of lawful money paid, and ſecured to be paid unto and for the uſe of the ſaid S.W. his Executors or aſſigns, hath granted, enfeoffed and confirmed, and do by theſe preſents grant, enfeoff and confirm unto the ſaid S.M. and C. D. their heirs and aſſigns, all thoſe Lands, Tenements and Hereditaments, with their and every of their appurtenances, commonly called or known by the names of R. and C. containing by eſtimation 600 acres, be the ſame more or leſs, ſcituate, lying and being in the Towns, Pariſhes, Villages and Hamlets of T. ahd M. in the ſaid County of K. or one of them, together with all other Lands, Tenements and Hereditaments heretofore of S. W. deceaſed, and late of S. W. and Dr. in Divinity, that are ſcituate, lying and being in the Towns, Villages and Hamlets of T. and M. aforeſaid, or either of them: and alſo the reverſion and reverſions, remainder and remainders of the ſaid lands, Tenements and premiſſes, and every part thereof: And alſo all the eſtate, right, title, intereſt, claim and demand whatſoever of the ſaid S. W. of, in, and to the ſame, and every part thereof, to have and to hold the ſaid lands, tenements, hereditaments and premiſſes, with the Appurtenances unto the ſaid S. M. and C. D. their Heirs and Aſſigns for ever, to the only uſe and behoof of them the ſaid S. M. and C. D. their Heirs and Aſſigns for ever; And the ſaid S. W. doth by theſe preſents Make, Conſtitute, Ordain, Authorize and Appoint F. L. of &c. in the ſaid County of, &c. and G. M. of, &c. in the ſaid County of, &c. their true and lawful Atturneys for them, and in their names and ſtead, joyntly and ſeverally to enter into the ſaid Lands, Tenements and Premiſſes, or into ſome part thereof in the name of the whole, and poſſeſſion thereof, for them and in their names and ſtead to take, and after ſuch poſſeſſion ſo thereof had and taken for them,

and in their names and ſtead, to deliver full and peaceable poſſeſſion and ſeiſin of the ſaid lands, tenements and premiſſes, with the appurtenances, or of ſome part thereof, in the name of the whole, to the ſaid S. M. and C. D. or one of them, or to their lawful Atturneys, according to the form of theſe preſents, ratifying, confirming and allowing all and whatſoever their ſaid Atturneys, or either of them, ſhall do in the premiſſes by vertue of theſe preſents. In witneſs whereof the ſaid S. W. to theſe preſents his hand and ſeal hath ſet the, &c. day of, &c. in the year, &c.

An Indenture to bar an Eſtate-tail.

THis Indenture made the ſeventh day of *October* in the eleventh year of the Reign of our Sovereign Lord *Charles*, by the Grace of God, of *England*, *Scotland*, *France* and *Ireland* King, Defender of the Faith, &c. Between T. B. of W. in the County of B. Yeoman on the one part, and T. M. of H. in the ſaid County Yeoman, and H. H. of H. aforeſaid, in the ſaid County Yeoman, on the other part. Whereas T. B. deceaſed, Grand-father of the ſaid T. B. party to theſe preſents, by his laſt will and teſtament in writing (amongſt other things therein contained, did give and deviſe unto J. B. alſo deceaſed father of the ſaid T. B. party to theſe preſents, and to the heirs male of his body, with remainders over, all that his Meſſuage or Tenement with the appurtenances, ſcituate and being in W. in the ſaid County of B. and all that his Cloſe adjoyning to the ſaid Meſſuage or Tenement, and all that acre of Meadow-ground called the long *Hale*, lying in W. Mead, and three yards of Meadow, called the *Elboes* in the ſaid pariſh of W. and half his arrable Lands, Leyes and Meadow-ground, lying and being in the Pariſh and Fields of W. aforeſaid, and R. or one of them, with their and every of their appurtenances in the ſaid County of B. as by the ſaid laſt Will it doth and may appear, and which premiſſes do contain a Meſſuage with the appurtenances, and one Yard-land by eſtimation, be it more or leſs; And whereas the ſaid T. B. the Grand-father, ſhortly after making the ſaid will dyed, the ſaid J. B. his ſon, him ſurviving, after which time the ſaid J. B. having iſſue, the ſaid T. B. party to theſe preſents, his eldeſt Son and Heir male, and the ſaid J. B. being ſince alſo dead, by and after whoſe deceaſe, the ſaid T. B. party to theſe preſents, now is in actual poſſeſſion of the ſaid Meſſuage or Tenement, Cloſes, Lands,

Recital of a will.

Lands, Meadows, and premiſſes, with the remainders over, as aforeſaid. Now this Indenture Witneſſeth, that the ſaid T. B. party to theſe preſents, intending as well to cut off the ſaid eſtate-tail, and to bar the Remainders thereon depending, and to ſettle the ſaid Meſſuage or Tenement, Cloſe, Lands, Meadows and premiſſes to him the ſaid T. B. party to theſe preſents and his heirs, as alſo to bar all pretences of right that futurely may or can be made unto all and every, or any the ſaid Meſſuages, Lands, Meadows and premiſſes ſo given to the ſaid J. B. his Father, and ſince come unto him the ſaid T. B. party to theſe preſents, for that purpoſe, Doth hereby Covenant and Grant for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, to and with the ſaid T. M. his Heirs and Aſſigns by theſe preſents, That he the ſaid T. B. ſhall and will on and before the Feaſt of St. *Andrew* the Apoſtle, now next enſuing the date hereof, in due form of Law, acknowledg and levy one or more Fine or fines, *Sur cognizance de droit come ceo, &c.* before his Majeſties Juſtices of his Majeſties Court of Common-Pleas at *Weſtminſter*, unto the ſaid T. M. of and for the ſaid Meſſuage or Tenement, Cloſe, and all and every the ſaid Meadows, Lands and premiſſes, by the name or names of one Meſſuage, one Garden, one Orchard, forty acres of Lands, ſix acres of Meadow, ſix acres of paſture, and Common of paſture for all Cattel, with the appurtenances in W. and R. or one of them in the ſaid County of B. or by ſuch other name or names, quantity or number of acres, as to the ſaid T. M. or his Council learned, ſhall ſeem meet and expedient, To the intent that he the ſaid T. M. ſhall by force thereof, ſtand and be ſeized of the Meſſuage or Tenement, Cloſe, Lands, Meadows and premiſſes until a good and perfect common recovery, with a double voucher over, may be duly had and executed of and for the ſaid Meſſuage, or Tenement, Lands, Meadows and premiſſes, according to the courſe of common recoveries for aſſurance of Lands and Tenements in ſuch caſes uſed. And it is hereby fully declared and agreed by and between all the parties to theſe preſents, That after the ſaid Fine or Fines ſo to be levied of the ſaid Meſſuage, Lands, and premiſſes, as aforeſaid, he the ſaid T. M. ſhall and will permit and ſuffer him the ſaid H. H. to bring and purſue againſt him the ſaid T. M. one or more Writ

To cut off the eſtate-tail.

Covenant to levy a Fine.

To ſuffer a Recovery.

Writ or Writs of Entry, *ſur Diſſeiſin in le poſt*, returnable before his Majeſties Juſtices of his Majeſties Court of Common-Pleas at *Weſtminſter*, by which he the ſaid H. H. ſhall demand againſt him the ſaid T. M. all and every the ſaid Meſſuage, Lands, Meadows and Premiſſes, by the name or names of one Meſſuage, one Garden, one Orchard, forty acres of Land, ſix acres of Meadow, ſix acres of Paſture, and Common of Paſture for all Catttel, with the appurtenances, in W. and R. or one of them in the ſaid County of B. or by whatſoever other name or names, quantity or number of acres, as to the ſaid H. H. ſhall ſeem meet: To which Writ or Writs the ſaid T. T. ſhall appear *gratis*, and ſhall enter into the Warranty, and ſhall vouch to the Warranty the ſaid T. B. party to theſe preſents, who alſo ſhall appear and enter into the Warranty, and ſhall vouch over the common vouches, who alſo ſhall appear and enter into the Warranty for the ſaid Premiſſes, and after make default, ſo that a good and perfect Common Recovery with a double voucher over, may be duly had and executed of and for the ſaid Meſſuage or Tenement, Cloſe, Lands, Meadows and Premiſſes according to the courſe of Common Recoveries in ſuch caſes uſed. And it is hereby further declared, concluded, expreſſed and agreed, by, and between, all the parties to theſe preſents, And the true intent and meaning of all the parties to theſe preſents, and of theſe preſents is, That after the ſaid Recovery ſuffered and executed of and for the ſaid Premiſſes, or any of them, as well the ſaid Recovery, as alſo the ſaid Fine, and all Fines and Recoveries ſuffered and levyed, or to be ſuffered, levyed, or acknowledged by or between the ſaid parties to theſe preſents, or any of them, of and for the premiſſes, or any of them, ſhall be and enure, and hereby, and by all the parties to theſe preſents, are and ſhall be adjudged, deemed, and taken to be and enure, To the only proper uſe and behoof of the ſaid T. B. party to theſe preſents, and of his heirs and aſſigns for ever, And to none other uſe, intent or purpoſe whatſoever. In witneſs whereof the parties aboveſaid, &c.

The Declaration of the uſe.

A Covenant to give ſecurity to perform Covenants.

AND laſtly, that the ſaid I. S. his executors and Aſſigns, ſhall within one year next following, after the beginning of the term hereby granted, put in good Security to the ſaid T. S. his Heirs or Aſſigns by Obligation, or otherwiſe

for

for the payment of the rent, and performance of the Covenants, hereby to be by him the ſaid I. S. his Executors or Aſſigns paid or performed. *In witneſs whereof, &c.*

A re-demiſe of Lands Mortgaged,

THis Indenture made, *&c.* Between T. L. of, *&c.* on the one part, and I. M. of, *&c.* and G. M. of, *&c.* on the other part; Whereas the ſaid I. M. and G. M. by their Indenture of Leaſe, bearing date, *&c.* for the conſiderarions therein expreſſed did demiſe, grant, bargain, ſet, and to farm-let unto the ſaid T. L. his executors and Aſſigns, all that the Mannor of L. G. and P. with the appurtenances in the ſaid County of M. and alſo all Meſſuages, Houſes, Edifices, Buildings, Barns, Stables, Out-houſes, Yards, Back-ſides, Orchards, Gardens, Lands, Tenements, Meadows, Leaſows, Paſtures, Feedings, Ways, Waſts, Waſt-grounds, Commons, Commodities, Moors, Marſhes, Woods, Wood-grounds, Under-Woods, Waters, Water-courſes, Ponds, Pools, Liberties, Fiſhings, Advowſon, and patronage of the Church of L. G. and P. aforeſaid, Rents, Reverſions, Services, Eſcheats, Fines, Amerciaments, Court-leets, Vews of Frankpledge and profits of Courts, and all that to Courts and Leets belongeth, Chattels, Waſes, Eſtrays, Goods and Chattels of Fellons and Fugitives, Cuſtoms, Rights, Jurisdictions, Priviledges, Profits, Commodities, Advantages, Emoluments and Hereditaments whatſoever, with their appurtenances of whatſoever kind, nature or quality ſoever, or by whatſoever name or names they are called or known by, ſcituate, lying and being, coming, renewing, ariſing or growing in L. G. and P. aforſaid, H. Y. and Z. or within any of them or elſewhere in the ſaid County of M. to the ſaid M. Meſſuages, Lands, Tenements, Meadows, Feedings, Paſtures and other the Premiſſes, or to every or any of them in any wiſe belonging or appertaining, or incident, or dependant thereunto, or as part, parcel or number thereof, or of any time theretofore known, accepted, taken, uſed, demiſed or reputed as part, parcel or member thereof, or of any part thereof, with their and every of their Rights, Members and Appurtenances. *To have and to hold* the ſaid Mannors, Meſſuages, Lands, Tenements, Meadows, Paſtures, Advowſons, and all other the premiſſes, with their and every of their rights and appurtenances unto the

Recital of the mortgage.

ſaid

ſaid T. L. his Executors and Aſſigns, for the term of 98 years next enſuing the date of the ſaid recited Indenture of Leaſe, fully to be compleat and ended; by and under the yearly rent of a pepper-corn at the Annunciation of our Lady St. *Mary* the Virgin, if it were lawfully demanded, as by the ſaid recited Indenture of Leaſe, amongſt other things therein contained, it doth and may appear. Now this Indenture witneſſeth, That the ſaid T. L. for divers good cauſes and conſiderations him moving, Hath demiſed, let and to farm-letten, and by theſe preſents doth demiſe, let and to farmlet unto the ſaid I. M. and G. M. there Executors and Aſſigns, the ſaid Mannor, Meſſuages, Lands, Tenements, Meadows, Paſtures, Advowſons, and all other the premiſſes, with their and every of their appurtenances in the ſaid recited Indenture of Leaſe mentioned, To have and to hold the ſaid Mannor, and all other the premiſſes, with their and every of their appurtenances unto the ſaid I. M. and G. M. their Executors and Aſſigns for the Term of 98 years and two months next enſuing the date thereof: Yeilding and paying therefore yearly, during the ſaid term unto the ſaid T. L. his executors and aſſigns, one pepper-corn at the Feaſt of, &c. if it be demanded. Provided always, and upon Condition, that if the ſaid I. M. and G. M. their Heirs, Executors, Adminiſtrators and Aſſigns, or ſome of them, ſhall not well and truly pay, or cauſe to be paid unto the ſaid T. L. his Executor or Aſſigns, the ſum of xx. pounds of currant money of *England*, on and upon the twenty fifth day of M. next enſuing the date hereof, and alſo the ſum of 500 pounds of currant money of *England*, on and upon the twenty fifth day of M. wich ſhall be in the year of our Lord God, 1632. that then from and after default of payment of the ſaid ſeveral ſums, or either of them, or of any part of them, or either of them, this Indenture of Leaſe, and all and every matter and things herein contained, ſhall ceaſe, determine, and be utterly void, to all intents and purpoſes, this Indenture, or any thing therein contained to the contrary thereof in any wiſe notwithſtanding, the ſame ſeveral payments to be made and pade at or in the now, &c. and that without any demand to be made for the ſame. And the ſaid I. M. and G. M. for themſelves, and either of them, jointly and ſeverally, and for their and

The re-demiſe.

The Habendum.

Proviſo to pay money.

Covenant to re-deliver poſſeſſion upon failing of payment.

and either of their ſeveral Heirs, Executors and Adminiſtrators, and for every of them, do and doth Covenant, promiſe and grant to and with the ſaid T. L. his Executors and Aſſigns, and to and with every of them, &c. that in caſe the ſaid I. M. and G. M. their Executors, Adminiſtrators and Aſſigns, ſhall fail to pay the ſaid ſeveral ſums of money, or any of them, or any part of them, or either of them at the days and times herein before mentioned and appointed for payment thereof, that then they the ſaid I. M. and G. M. their Heirs and Aſſigns, and every and either of them, ſhall and will within, &c. next after default of payment of the ſaid ſums of money, or any, or either of them, or any part of them, or either of them leave, yield up and deliver unto the ſaid T. L. his Executors and Aſſigns, the peaceable and quiet poſſeſſion of the ſaid Mannor, Meſſuage, Lands, and all other the premiſſes, with their and every of their Rights, Members and Appurtenances.

And to make further aſſurance.

And alſo that the ſaid I. M. and G. M. their Heirs and Aſſigns, ſhall and will from time to time, and at all times, during the ſpace of ſeven years, &c. as in Covenants for farther aſſurance. And the ſaid T. L. for himſelf, That if the ſaid I. M. and G. M. their Heirs and Aſſigns, or any or either of them, do and ſhall well and truly pay, or cauſe to be paid unto the ſaid T. L. his Executors or Aſſigns, the ſaid ſeveral ſums of money herein before mentioned and expreſſed, at the days and times in the Proviſo herein before expreſſed and appointed for payment thereof, according to the true intent and meaning of the ſaid Proviſo, That then the ſaid T. L. his Executors and Aſſigns,

Covenant upon payment to Aſſign over all the Leſſors intereſt.

from and after full payment of the ſeveral ſums of money in form aforeſaid, ſhall and will at the requeſt of the ſaid I. M. and G. M. their Heirs and Aſſigns, deliver up the ſaid recited Indenture, and alſo that part of theſe preſents, which is under the hand and ſeal of the ſaid I. M. and G. M. And alſo that he the ſaid T. L. his Executors and Aſſigns, ſhall and will permit and ſuffer them the ſaid I. M. and G. M. their heirs and aſſigns, to hold and enjoy the ſaid Mannor and premiſſes, for and until default of payment of the ſaid ſeveral ſums of money, or either or any part of them, ſhall happen to be made by the ſaſd I. M. and G. M. their Heirs or Aſſigns, at either of the days or times herein before mentioned and appointed for payment thereof. In witneſs, &c.

A confirmation of a Mortgage.

TO all Chriſtian People to whom this preſent Writing ſhall come, R. F. of *London*, ſon and heir of W. F. late of L. in the pariſh of P. R. in the County of B. Yeoman deceaſed, ſendeth greeting in our Lord God everlaſting. Whereas the ſaid W. F. by his Indenture of Leaſe bearing date, &c. made between the ſaid W. F. by the name of W. F. of L. in the Pariſh of P. R. in the County of B. Yeoman, on the one part, and T. F. then of W. A. in the Pariſh of H. in the ſaid County of B. Husbandman, on the other part, for and in conſideration of the ſum of 50 *l.* of currant money of *England* to him the ſaid W. F. by the ſaid T. F. in hand paid, and for other conſiderations him moving, did demiſe, grant and farmlet nnto the ſaid T. F. his Executor, and Aſſigns, all that Meſſuage or Tenement, wherein he the ſaid W. F. did then dwell with the appurtenances, ſcituate, lying and being in L. aforeſaid, within the Pariſh of P. R. in the C. of B. and alſo all and ſingular the Cottages, Houſes, Barns, Stables, Buildings, Edifices, Yards, Back-ſides, Orchards, Gardens and Eaſments to the ſaid Meſſuage or Tenement belonging, or in any wiſe appertaining. And alſo all thoſe two Cloſes. &c. and alſo all Woods, Under-woods, timber and Trees, quick-mounds, hedges, ditches, fences, hades and blanks whatſoever, ſtanding, growing, or being in or upon the premiſſes, or any part or parcel thereof, or to the ſame premiſſes or to any part or parcel thereof belonging, or in any wiſe appertaining, together with all Commons, Common of Paſture, Commodities, Profits and Appurtenantaments whatſoever, to the ſaid Meſſuage or tenement, and other the premiſſes, or to any of them belonging, or in any wiſe appertaining, and the Reverſion and Reverſions, Rent and Rents of all and ſingular the premiſſes, and of every part and parcel therof, *to have and to hold* the ſaid Meſſuage or Tenement, Houſes, Cloſes, arrable Lands, Woods, Under-woods, Commons, Commodities, and all other the premiſſes, and every part and parcel thereof, with their appurtenances unto the ſaid T. F. his executors, Adminiſtrators and Aſſigns from the Feaſt of, &c. next coming after the date of the ſaid recited Indenture, unto the end and term, and for and during the term of 500 years from thence next enſuing fully to be compleat and ended, and without impeachment of, or for any manner of waſte, by and under the yearly Rent of 1 *l.* at the Feaſt of, &c. only if it were lawfully demanded; Nevertheleſs with proviſo in the ſaid recited

In-

Indenture contained, and hereafter belonging (*viz.*) Provided always, and it is Covenanted, granted, concluded and fully agreed by and between the parties to the ſaid Indenture. That if the ſaid W. F. his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, do and ſhall well and truly content, ſatisfie and pay, or cauſe to be paid unto the ſaid T. F. his Executors, Adminiſtrators or Aſſigns, the full ſum of 50 l. of lawful money of E. on and upon the twenty ſixth day of M. next coming after the date of the ſaid recited Indenture, at the then dwelling houſe of the ſaid T. F. at, *&c.* without fraud or deceit, That then at all times thenceforth, from and after full payment made of the ſaid ſum of 50 l. as aforſaid, the ſaid Indenture, Leaſe, Demiſe and Grant, and all and every other Covenant, Grant and Articles therein contained, ſhould ceaſe, determine, and be utterly void and of none effect, to all intents and purpoſe; and that then, and at all times from thenceforth, it ſhould be lawful for the ſaid W. F. his Heirs and aſſigns into the ſaid premiſſes to re-enter, and the ſame to have again as in and by the ſaid recited Indenture, *&c.* appeareth. And whereas the ſaid W. F. did not pay nor cauſe the ſaid ſum of 50. *l.* to be paid, neither is the ſame yet paid unto the ſaid T. F. according to the Proviſo or Condition in the ſaid recited Indenture of Leaſe mentioned, by reaſon whereof all the ſaid Meſſuage and Premiſſes became abſolutely forfeited unto the ſaid T. F. for all the ſaid term of 500 years in the ſaid recited Indent mentioned. Now theſe preſents witneſs, That the ſaid R. F. being Son and Heir of the ſaid W. F. deceaſed, for and in conſideration of the ſum of 28 *l.* more of currant money of E. to him in hand paid, *&c.* and for other good cauſes and conſiderations him moving, hath, & hereby doth abſolutely grant, ratifie and confirm the foreſaid Leaſe, and all the eſtate and term for years therein and thereby demiſed and granted, or mentioned to be demiſed and granted. And alſo doth hereby fully and abſolutely releaſe the ſaid Condition, and all and every Condition and Conditions whatſoever in the ſaid recited Indenture and Leaſe contained, And alſo the ſaid R. F. for the conſideration aforeſaid, doth hereby grant, demiſe, confirm and aſſure unto the ſaid T. F. his Executors, Adminiſtrators and Aſſigns, the aforeſaid Meſſuages or Tenement, Cottage, Cloſes, Lands, of all other the premiſſes, for all the foreſaid term and number of 500 years by the ſaid recited Indenture of Leaſe demiſed or thereby mentioned to be demiſed, and doth alſo hereby grant and releaſe unto the ſaid T. F. his Executors and Aſſigns, the foreſaid yearly rent of 1 *l.*

by

by the ſaid recited Indenture reſerved and all the arrearages thereof *to have and to hold* all the ſaid Meſſuage or Tenement, Cottages, Gloſes, Lands, and all other the premiſſes, with there and every of there appurtenances in the ſaid recited Indenture mentioned, and the ſaid yearly rent unto the ſaid T. F. his Executors, Adminiſtrators, and Aſſigns, for and during all the reſt and reſidue of the ſaid term and number of 500 years in the ſaid recited Indenture of Leaſe mentioned and now to come and unexpired, freely and abſolutely without any Proviſo or Condition whatſoever. *Cum Covenantis pro precata fruitione, & ab Incumbram, & ulterior Aſſurand.* In witneſs whereof, &c.

An Indenture upon Marriage, and for ſetling Lands to uſes: and a Declaration of a Fine levyed to thoſe uſes.

THis Indenture made, &c. Between I. S. Eſq; ſecond ſon of the Right Honourable H. E. of W. on the one part, and A. Lady D. of, &c. and Sir T. W. of, &c. on the other part. Whereas the ſaid E. and A. his wife, in the County of W. are now ſeized for the term of their lives, and for the life of the longer liver of them, of and in all that the Mannor of C. and the lands, tenements, and hereditaments, called C. P. and of the Borough of C. and of the advowſon and free gift of the parſonage of the Church of C. with all and ſingular the rights, members and appurtenances thereof in the C. of D. and of divers Meſſuages, Lands, Tenements, Rents, Woods, Wood-grounds and hereditaments to the ſaid Mannor, and premiſſes belonging or appertaining, without Impeachment of waſt, the Reverſion or Remainder thereof to the ſaid I. S. and the heirs of the body of the ſaid I. S. lawfully to be begotten. And for want of ſuch iſſue, the Remainder to the right heirs of the body of the ſaid E. and C. And for want of heirs iſſuing of the body of the ſaid E. and C. the Remainder then to the right and next heirs of the ſaid C. for ever. And whereas there is a Marriage, by Gods Grace, intended ſhortly to be had and ſolemnized beween E. Lord H. ſon and heir apparent of the ſaid E. and C. and E. D. ſole daughter of the ſaid A. Lady D. they the ſaid E. and C. and the ſaid I. S. for ſetling of the inheritance of the ſaid M. and premiſſes to the uſes hereafter expreſſed and declared, have this preſent time of the holy Trinity in the

Recital of being ſeized.

Recital of the Marriage.

year

year aboveſaid acknowledged and levyed one Fine in due form of Law before his Majeſties Juſtices of his Court of Common-Pleas at *Weſtminſter*, unto the ſaid A. Lady D. and Sir T. W. and to the Heirs of the ſaid A. Lady D. amongſt other Mannors, Lands, Tenements and Hereditaments in the ſaid Fine contained, of and for all that the ſaid Mannor of C. with the appurtenances, And of all Lands, Tenements, Meadows, Paſtures, Feedings, Commons, Woods, Wood-grounds, Wafts, Moors, Heaths, Liberties, Franchiſes, Jurisdictions, Advowſons, Preſentations, Emoluments and Hereditaments whatſoever to the ſaid Mannor and premiſſes, or any part or parcel thereof belonging or appertaining, or accepted, reputed, taken, known or demiſed, letten, uſed, occupied or enjoyed, as part, parcel or member thereof, or any part thereof. And whereas the ſaid E. and C. by Indenture tripartite under their Hands and Seals, dated with theſe preſents, have expreſſed and declared that the ſaid Fine ſo levied of and for the ſaid Mannor of C. and premiſſes herein contained, ſhould be and enure to the uſe and behoof of them the ſaid E. and C. for and during the term of their two lives, and the life of the longer liver of them, without Impeachment of or for any manner of waſt, and from and after their deceaſe, and of the Survivor of them, the Remainder thereof to the uſe of the ſaid E. Lord H. during the term of his natural life, and from and after his deceaſe, the Remainder thereof to the Heirs males of the body of the ſaid E. Lord H. to be begotten on the body of the ſaid E. the Remainder thereof to the right Heirs of the ſaid C. as by the ſaid Fine and recited Indenture, purporting and declaring the uſe aforſaid, it doth and may appear. Now this Indenture witneſſeth, and it is hereby covenanted, concluded, declared and agreed by and between all the parties to theſe preſents, and the true intent and meaning of the ſaid I. S. and of all the parties to theſe preſents, and to the ſaid Fine at the time of levying thereof, for and concerning the ſaid Mannor of C. with the rights, members and appurtenances thereof, was, and now is, that the ſaid Fine ſhould be and enure, and hereby, and by all the parties to theſe preſents, is declared and expreſſed to be and enure, and the Cognizees of the ſaid Fine, and their heirs ſhall ſtand and be ſeized of the ſaid Mannor of C. with the Rights, Members and Appurtenances thereof: To the

Recital of the Fine.

Intention of Parties.

 uſes

To the Uſes. Uſes, intents and purpoſes hereafter expreſſed, limited and declared, that is to ſay, To the uſe and behoof of them the ſaid Earl and Counteſs for and during their two lives, and the life of the longer liver of them, without impeachment of any manner of waſte. And from and after their deceaſe, and of the Survivor of them, the Remainder thereof to the uſe of the ſaid E. Lord H. Son and Heir apparent of the ſaid F. for and during the term of his natural life; And from and after his deceaſe, the Remainder thereof to the heirs males of the body of the ſaid E. Lord H. to be begotten on the ſaid E. D. his intended Wife, and in default of ſuch heirs males, then to the uſe of the heirs of the body of the ſaid *E.* Lord H. to be begotten on the body of the ſaid *E.* D. the Remainder thereof to the right heirs of the ſaid C. and to none other uſe, intent or purpoſe. Provided always, and the true intent and meaning of all the parties to theſe preſents, is, and was, at the time of levying the ſaid Fine,

Proviſo to make Leaſes.

That it ſhall and may be lawful to and for the ſaid E. and C. during their joynt lives, and for the Survivor of them at all times, and from time to time, to make any leaſe or leaſes of all or any of the ſaid Mannor and Premiſſes, or any part or parcel thereof, to any perſon or perſons for 21 years in poſſeſſion, or under, or for three lives in poſſeſſion, or under, and not otherwiſe, or in other manner, ſo as upon every ſuch Leaſe to be made, the uſual and old accuſtomed Rent, or more to be reſerved and appointed to be payable yearly, during the ſaid term or terms, to ſuch perſon or perſons, as by force of theſe preſents, or of the ſaid Fine, or recited Indenture, or any of them, ſhall or ought after the deceaſe of the ſaid E. and C. to have immediate Reverſion or Remainder thereof, in Witneſs whereof, *&c.*

A Declaration of the uſe of a Fine and Recovery.

THis Indenture made, *&c.* Between the Right Honourable T. L. W. on the one part, and the Right Honourable W. L. P. Sir N. F. and T. A. on the other part; whereas, *&c.* reciting a Fine and Recovery ſuffered in the Term of, *&c.* [redacted] Mannors, *&c.* by the name or names of, *&c.* Now this Indenture witneſſeth, that the true intent and meaning of the ſaid L. Lord W. and of the ſaid Recoverer, and of all the parties to the ſaid

The recital of the Fine and Recovery.

ſaid Recovery and every of them, and to theſe Preſents before and at the ſeveral and reſpective times of the ſuffering of the ſaid Recovery, for touching and concerning the ſaid Mannors, Lands, Tenements, Hereditaments and Premiſſes, and every of them, wherefore the ſaid Recovery was ſuffered and had, always was, and now is: That the ſaid Recovery ſhould, and ſhall be, and enure, and be conſtrued, adjudged, deemed and taken to be and enure, and that the ſaid recoverors and every of them, and all the parties to the ſame, and the party-takers thereby and their heirs, and all and every other perſon and perſons, and his and their heirs who then were, and now are, or hereafter ſhall be ſeized of the ſaid Mannors, Lands, Tenements, Hereditaments and Premiſſes, or of any part thereof, or any of them, ſhould and ſhall ſtand and be ſeized of the ſame Mannors, Lands, Tenements, Hereditaments and Premiſſes, and every parcel thereof with the appurtenances, to the uſes, purpoſes and intents, and under the Premiſſes, Conditions and Limitations hereafter in theſe preſents expreſſed, ſpecified, limited and declared, and to no other uſe, intent or purpoſe. And the ſaid T. Lord W. doth hereby limit, expreſs, declare and appoint that all the ſame Mannors, Lands, Tenements, Hereditaments and Premiſſes, ſhall be and remain to the ſeveral uſes, purpoſes and intents hereafter in theſe preſents expreſſed (that is to ſay) to the uſe and behoof of the ſaid T. Lord W. and his aſſigns, for and during the term of his natural life without Impeachment, of or for any manner of waſte, and from and after the deceaſe of the ſaid T. Lord W. then to the uſe of the ſaid W. Lord P. Sir N. F. and T. V. their Heirs and Aſſigns for ever; for and to this intent and purpoſe, that they the ſaid, &c. and their Heirs, and the Survivor and Survivors of them, and his and their heirs, ſhall and will bargain, ſell, or otherwiſe diſpoſe of the ſame, for and towards the payment, ſatisfaction and diſcharge of ſuch Debts and Sums of money as the ſaid T. Lord W. doth now owe, or which he ſhall owe at the time of his death to any perſon or perſons, and for the diſcharging of ſuch perſon and perſons as do now ſtand, or which at this time of the death of the ſaid T. Lord W. ſhall ſtand bound or engaged for or with the ſaid T. Lord W. for the ſame debts, or ſums of money, or any of them, and alſo for the ſatisfaction

The intent of the Parties at the execution of ſuch Fine and Recovery.

The Uſes.

For payment of Debts.

payment and discharge of all such sum or sums which the said T. Lord W. hath or hereafter shall take up, borrow or receive, for or in consideration of which he hath heretofore granted, or hereafter shall grant any Annuity or Annuities, Rent or Rents-charge, issuing or to be issuing, or payable out of the same Mannors, Lands, Tenements, Hereditaments and premisses, or any of them, or out of any of the Mannors, Lands, Tenements, or Hereditaments of the said T. Lord W. in the Territories of *England*, whereby the same Rent or Rents-charge, shall and may be determined. And also for and towards the payment and discharge of the funeral charges and expences of the said T. Lord W. and of the Legacies and bequests which the said T. Lord W. by his last Will and Testament in writing, to be sealed, subscribed and published by him before three sufficient witnesses, shall give and bequeath to any person or persons, or to any use or uses, or so much of such sum and sums of money, debts, funeral expences and Legacies, as the value of the said Mannors, lands and tenements (to be sold) as aforesaid shall amount unto. And that if any over-plus shall be of the value of the same Mannors, lands, tenements, hereditaments and premisses, more than shall be or will be sufficient to satisfie and discharge all the same debts, sums of money, funeral charges, Legacies and bequests, that then the said, *&c.* their Heirs, Executors or Administrators, shall and will pay and deliver the same over-plus, which shall remain of the Sale, or value of the said Mannors, Lands, Tenements, Hereditamentss and Premisses, unto such person or persons to whom the said Lord W. shall by his last Will in Writing in presence of two witnesses at last, appoint the said lands and premisses to come after his Death. And further upon this trust and confidence reposed in the said, *&c.* and their heirs that if the said person to whom the premisses shall be limited or appointed to come after the said Lord W. his death as aforesaid, then if such persons, his Heirs, Executors, Administrators or Assigns, shall within two years next after the death of the said T. Lord W. well and truly satisfie, pay and discharge all the aforesaid debts, sums of money, funeral charges, legacies, and bequests which by the true intent and meaning of these presents, are limited, expressed or intended to be paid for, out of, or in respect of the said mannors, lands,

And Legacies.

The Disposal of the overplus.

Parties trusted to give security to dispose of the Premisses accordingly.

lands, tenements, hereditaments and premiſſes, or ſhall give or make to the ſaid, &c. or the Survivors or Survivor of them, or to the heirs, executors or adminiſtrators of the Survivors or Survivor of them, good and ſufficient ſecurity for the payment of all the ſaid debts, ſum and ſums of money, funeral charges, gifts, Legacies and bequeſts, which by the true intent and meaning of theſe preſents, are before expreſſed to be paid, the ſame ſecurity to be approved and allowed of by one of the Lords, &c. for the time being, and any two of the Juſtices for the time being of the Courts of Kings Bench or Common-Pleas, that then the ſaid W. Lord P. &c. and their heirs, and the Survivor and Survivor of them, and his and their heirs and aſſigns, ſhall and will at the coſts and charges of the Law of ſuch perſon or perſons to whom the ſaid T. Lord W. ſhall as aforeſaid appoint or limit the premiſſes to come after his death, his heirs or aſſigns, convey and aſſure the ſaid Mannors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with the Appurtenances, to ſuch perſon or perſons, his and their heirs and aſſigns, by ſuch good and ſufficient Conveyance and Aſſurance, in the Law with ſeveral and reſpective Warranty, only by every of them the ſaid W. Lord P. &c. ſeverally or reſpectively againſt themſelves, and their ſeveral and reſpective heirs, as by ſuch perſon or perſons, his or their heirs or aſſigns, or his or their Counſel learned in the Laws of the Land, ſhall be reaſonably deviſed and required, Provided always, and the true intent and meaning of the ſaid T. Lord W. and of all the parties to the ſaid Recovery and other Aſſurance, and of the parties to theſe preſents and every of them, before and at the time of the ſuffering of the ſaid Recovery and other aſſurances, was and yet is, and is ſo hereby expreſſed, publiſhed and declared (notwithſtanding any thing herein before contained;) That it ſhall and may be lawful to and for the ſaid T. Lord W. from time to time, and at all times, &c.

Security to be allowed of by, &c.

A Leaſe to try a Title by Ejection firm.

THis Indenture made, &c. Between T. W. &c. and H. L. of &c. Witneſſeth, that he ſaid T. W. for diverſ and ſundry good cauſes and conſiderations him in this behalf eſpecially moving, hath demiſed, granted and to farm-letten, &c. unto the ſaid H. L. all that Shop, with the Appurtenances, ſometime called or known by the name or ſign of, &c. and now commonly called or known by the name or

ſign

ſign of, &c. late in the tenure or occupation of, &c. ſcituate, &c. together with all and ſingular Lights, Eaſments, Commodities and Appurtenances, to the ſame Shop belonging, or in any wiſe appertaining. To have, &c. from the Feaſt of, &c. laſt paſt, &c, Yielding, &c. at, &c. Provided always that if the ſaid T.W. his, &c. do and ſhall at any time or times during the ſaid term of, &c. tender or pay, or cauſe to be paid unto the ſaid H. L. his, &c. twelve pence of lawful *Engliſh* money, at, &c. for and to the intent and purpoſe, to make void and fruſtrate this preſent Leaſe and Demiſe, That then this preſent Leaſe, Demiſe and Grant aforeſaid ſhall ceaſe, determine, and be utterly void and of none effect to all intents and purpoſes, as though the ſame had never been made, Any things herein contained to the contrary thereof in any wiſe notwithſtanding. In Witneſs, &c.

Note, *A Leaſe of Ejectment muſt Commence always from a Feaſt or a day paſt.*

A Letter of Attorney to ſeal ſuch a Leaſe.

BE it known unto all men by theſe preſents, That I T. W. &c. have made, ordained, conſtituted, deputed, and in my ſtead and place put, and by theſe preſents, &c. my well beloved, &c. S.W. &c. my true and lawful Attorney, for me and in my ſtead, right, title and name, to enter into and upon all that, &c. naming the, &c. as in the Leaſe, or into or upon any part or parcel of the premiſſes; and the ſame premiſſes with the appurtenances, for me and in my name to take, and uſe the claim, and poſſeſſion thereof, or ſome part thereof in the name of the whole, for me, and in my name to take, and after ſuch poſſeſſion thereof ſo had and taken for me and in my right, ſtead and name to ſeal, and as my Deed to deliver to H. L. upon the premiſſes or ſome part thereof, a certain Writing intended, ſubcribed with my hand, containing or purporting amongſt other things, the form of a Demiſe of the premiſſes, by or from me the ſaid T. W. to the ſaid H. L. for the term of three years next enſuing from the Feaſts, &c. laſt paſt, &c. holding firm and ſtable all and whatſoever my ſaid Attorney ſhall do or cauſe to be done for me, and in my ſtead or name in or about the premiſſes, or any of them by force of theſe preſents. In witneſs, &c.

A Mortgage.

THis Indenture made &c. Between I. F. and E. F. Widow, on the one part, and I. R. of, &c. on the other part, &c. witneſſeth, That the ſaid I. F. and E. F. for and in conſideration of the ſum of, &c. to them in hand before the enſealing and delivery of theſe preſents, well and truly paid, wherewith they and every of them, do acknowledg themſelves fully ſatisfied and paid, and thereof, and of every part thereof, do clearly acquit and diſcharge the ſaid I. R. his heirs, executors and adminiſtrators, and every of them for ever by theſe preſents; Have bargained, ſold, granted, aliened and confirmed; And by theſe preſents do, &c. unto the ſaid I. R. his heirs and aſſigns for ever, All that Meſſuage or Inn called or known by the name of the *New-Inn* with the backſides, back-yard, and Garden thereunto adjoyning and belonging, ſcituate, lying and being in H. aforeſaid, in the ſaid County of O. on the Weſt ſide of a certain Street there called the *North-ſtreet*, with all and ſingular the Houſes, Edifices, Buildings, Cellers, Sollers, Gardens, Orchards, Profits, Commodities and Hereditaments whatſoever, to the ſaid Meſſuage or Tenement called the *New-Inn* belonging or in any wiſe appertaining, or now acceped, reputed letten, uſed or known as part, parcel or member of the ſame Meſſuage or Inn, and now being in the holding or occupation of the ſaid E. F. and her aſſigns, And all the eſtate, right, title, intereſt, uſe, poſſeſſion, remainder, inhreitance, claim and demand whatſoever of the ſaid I. F. and E. F. of, in and to the ſame Meſſuage or Inn, called the *New-Inn*, and every part or parcel thereof. And alſo all and every the Deeds, Evidences, Charges, Writings, Eſcripts and Minuments whatſoever, Concerning only the ſaid bargained premiſſes, or any part or parcel thereof, and true Copies of all other Deeds, Writings, Evidences and Minuments that do concern the bargained premiſſes, or any part or parcel thereof joyntly with any other Lands, Tenements or Hereditaments, which they the ſaid I. F. and E. F. now have, or knowing where they are, may lawfully come by without Sute in Law, and all and every the Copies aforeſaid, to be Copied and written forth at the coſts and charges of ſaid I. R. his heirs and aſſigns: They the ſaid I. F. and E. F. for them, their heirs, executors and adminiſtators, do covenant, promiſe and grant by theſe preſents, to and with the ſaid I. R. his Heirs, Executors and Adminiſtrators, well and truly to de-

liver, or cauſe to be delivered unto the ſaid I. R. his heirs or aſſigns, at the now dwelling-houſe of the ſaid I. R. ſcituate. *&c.* within three years next enſuing the date of theſe preſents, whole, ſafe, uncancelled and undefaced. To have and to hold the ſaid Meſſuage or Inn called the *New-Inn*, and all other the premiſſes, with all and ſingular their appurtenances, before by this preſents bargained and ſold or mentioned or intended to be hereby bargained or ſold, and every part and parcel thereof unto the ſaid I. R. his heirs and aſſigns for ever, to the only proper uſe and behoof of the ſaid I. R. his Heirs and Aſſigns for ever, And the ſaid I. F. and E. F. for them, their heirs, executors and adminiſtrators and for every of them, do covenant and grant by theſe preſents, to and with the ſaid I. R. his heirs, executors and adminiſtrators, and every of them in form enſuing; That is to ſay, That they the ſaid I. F. and E. F. or any of them, for and notwithſtanding any act or thing by them, or either of them done, cauſed or procured, or by them or either of them to be done, cauſed or procured to the contrary thereof, now are, or is, and at the execution of the firſt eſtate to be had and made of and in the premiſſes to the ſaid I. R. and his heirs, according to the true intent and meaning of theſe preſents, ſhall then be ſolely ſeized, and very true and lawful owner or owners of the ſaid Meſſuage or Inn, called the *New-Inn*, and all other the premiſſes, before by theſe preſents bargained and ſold, or mentioned or intended to be bargained and ſold of a good, lawful and indefeazible eſtate in Fee-ſimple, without any manner of Condition or Limition of any uſe or uſes, and have now, and at the execution of the ſaid eſtate, ſhall then have good right, full power, and lawful, and abſolute authority to grant, bargain, ſell, *&c. Cum Covenant. pro exonerat ab Incumbr. & fruitione.* And that he the ſaid I. F. and his heirs, and all and every other perſon or perſons lawfully having, or, claiming to have any manner of eſtate, right, title, or intereſt, of, in or to the premiſſes before by theſe preſents bargained and ſold, or mentioned or intended to be bargained and ſold with the appurtenances, or of, in or to any part or parcel thereof, by, from or under the ſaid I. F. and E. F. or either of them, ſhall from time to time, and at all times for and during the ſpace of five years next enſuing the date hereof, when and as often as they or any of them ſhall be thereunto reaſonably required by the ſaid I. R. his heirs or aſſigns, or any of them, make, do, ſuffer, knowledge and

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execute, or cauſe to be made, done, ſuffered, knowledged and executed at the coſts and charges in the Law of the ſaid I. R. his heirs or aſſigns, or ſum or one of them, all and every ſuch further lawful and reaſonable act and acts, thing and things, device and devices, aſſurance and aſſurances, in the Law whatſoever, for the further, better and more perfect aſſurances, ſurety, ſure-making and conveying of all and ſingular the premiſſes, and every part and parcel thereof, with the appurtenances to the ſaid I. R. his heirs and aſſigns, according to the true intent and meaning of theſe preſents. Be it by Fine, Feoffment, Recovery, Releaſe, Confirmation with Warranty only againſt the ſaid I. F. and his heirs, or without Warranty, or by all or any of the aforeſaid ways or means, or by any other lawful or reaſonable ways or means in the Law whatſoever, without Warranty, or with the like Warranty as aforeſaid, as by the ſaid I. R. his heirs or aſſigns, or any of them, or by his, their, or any of their Council learned in the Law, ſhall be lawfully and reaſonably deviſed, adviſed or required: Provided alwaies, and it is convented, concluded, conditioned and agreed by and between the ſaid parties to theſe preſents, That if they the ſaid I. F. and E. F. or either of them, their heirs, executors, adminiſtrators and aſſigns, or any of them, do well and truly content and pay, or cauſe to be contented and paid to the ſaid I. R. his executors, adminiſtrators or aſſigns, at the now dwelling houſe of, &c. the ſum of, &c. in form enſuing, &c. without fraud or guile. That then this preſent bargain and ſale, and all and every Covenant, Grant, Article and thing herein contained, ſhall to all effects purpoſes and Conſtructions, be utterly void, fruſtrate and of none effect: But if default of payment in any of the days of payment aforſaid, in part or in all, contrary to the form above declared, that then this preſent bargain and ſale, and all and every Covenant, Grant, Article and thing herein contained, ſhall to all effects and purpoſes ſtand, remain and abide in its full force and ſtrength, any thing herein before expreſſed to the contrary thereof in any wiſe notwithſtanding. In witneſs whereof, &c.

A Conveyance of a Manner.

THis Indenture made, *&c.* Between R. H. M. his Wife, and I. H. on the one part, and Sir. R. D. on the other part, witneſſeth: That the ſaid R. H. M. his Wife, and I. H. for and in conſideration of the ſum of, *&c.* Have granted, aliened, bargained, ſold, infeoffed and confirmed, and by theſe preſents, do joyntly and ſeverally grant, alien, bargain, ſell, infeoff, and confirm unto the ſaid Sir R. D. his Heirs and Aſſigns for ever, All that the Manor or Lordſhip of R. in the County of O. with the Rights, Members and Appurtenances thereof: And alſo all and ſingular Meſſuages, Houſes, Edifices, Buildings, Barns, Stables, Dove-Houſes, Yards, Back-ſides, Orchards, Gardens, Lands, Tenements, Meadows, Paſtures, Feedings, Woods, Underwoods, Wood-grounds, with the ſoil and ground of the ſame, Timbers and Trees, Waters, Water-courſes, Ponds, Pools, Liberties, Fiſhings, Courts, Leets, Views of Frankpledg, Perquiſites and profits of Courts and Leets, Wayſes, Eſtrays, Heriots, Fellons, Goods and Goods of Fugitives, Rents, Services, Rentsſeck, and all others Rents and Services whatſoever reſerved upon any Demiſe or Leaſe heretofore made of the premiſſes, or of any other part thereof, Waſtes, Waſte-grounds, Ways, Eaſments, Paſſages, Profits, Commons, Commodities, Juriſdictions, Emoluments, Mills, Hereditaments and Appurtenances whatſoever, to the ſaid Manner and Premiſſes, or any of them belonging, or in any wiſe appertaining, or reputed to be belonging thereto, or uſed therewith: And alſo all that the Advowſon, Preſentation, and right of Parſonage of the Rectory Church and Chantrey of R. aforſaid. And all Tythes, oblations and obventions whatſoever, belonging to the ſaid Rectory Church or Chantrey of R. aforeſaid. And all that Meſſuage, Tenement or Farm, ſituate and being in R. aforeſaid, now or late in the tenure or occupation of W. C. or his Aſſigns, called or known by the name of S. or by whatſoever other name or names the ſame is called or known, and all Houſes, Edifices, Buildings, Barns, Stables, Yards, Back-ſides, Orchards, Gardens, Lands, Tenements, Meadows, Paſtures, Ways, Eaſments, Paſſages, Profits, Commons, Commodities, Woods, Wood-grounds, Timber and Trees, Water, Water-courſes, Emo-

Grant of the Manor.

Of an Advowſon.

Of a Farm.

Emoluments, Hereditaments and Apprutenances whatſoever to the ſaid Meſſuage, Tenement, or Farm, and premiſſes, or any of them belonging, or in any wiſe appertaining, or reputed to be belonging thereto, or uſed therewith. And alſo all thoſe Meſſuages, Lands, Tenements, and Hereditaments, with their appurtenances called the Chantrey Lands in R. aforeſaid. And alſo all and ſingular other the Meſſuages, Cottages, Lands, Tenements, Meadows, Paſtures, Feedings, Woods, Wood-grounds, Rents, Reverſions, Services and Hereditaments whatſoever of them the ſaid R.H.M. and I. H. or any or either of them, in or within the Towns, Fields, Pariſhes, Hamlets, Territories or Precincts of R. and B. and L. or any other of them in the ſaid County of O. And alſo all the eſtate, right, title, intereſt, uſe, poſſeſſion, and the Reverſion and Reverſions, Remainder and Remainders, Rent and Rents, Claim and Demand whatſoever, of them the ſaid R.H.M. and I. H. and every and either of them, of in and to the ſaid Mannor and Premiſſes, and of, in and to every part and parcel thereof belonging or in any wiſe appertaining. And all Writings, Evidences, Deeds, Charters, Fines, Eſcripts, Court-rolls, Exemplifications and Minuments whatſoever concerning the ſaid M. and premiſſes or any part thereof which the ſaid R. H. now hath in his poſſeſſion, or can conveniently come by without ſute in Law: And true Copies of all ſuch Writings and Evidences, as do concern the ſame, or any part thereof, with any other lands, tenements or hereditaments, the ſame Copies and every of them to be Copied and Written out, at the coſts and charges of the ſaid Sir R. D. his heirs and aſſigns: All which ſaid Writing, and Evidences, the ſaid R. H. doth hereby covenant for him, his heirs and aſſigns, to and with the ſaid Sir R. D. his heirs and Aſſigns, to deliver unto him the ſaid Sir R. D. his heirs or aſſigns, at or before the Feaſt of St. J. the Apoſtle, next enſuing the date hereof, ſafe, whole, uncancelled and undefaced: To have and to hold the ſaid Mannor or Lordſhip, Advowſor, Rectory, Chantrey, Meſſuages, Tenements, Farm, Lands, Meadows, Paſtures, Hereditaments, and all other the premiſſes, with their and every of their appurtenances unto the ſaid Sir R. D. his heirs and aſſigns, to the only, &c. And the ſaid R. H. for himſelf, &c. doth covenant, &c. That he the ſaid R.H. now is, and at the time of the firſt executing of an eſtate of the ſaid Mannor and Premiſſes

Of Writings, with a Covenant to deliver them by ſuch a time.

Seized in feeſimple.

misses, by force of these presents unto the said Sir R. D. shall be lawfully and absolutely seized in his Demeasn, as of Fee-simple to him and his heirs, of and in the said Mannor, Messuage, Lands, Tenements, Advowson, Hereditaments and Premisses with their appurtenances, without any manner of Condition or Limitation of any Use or Uses, to alter, charge, determine, or make void the same, and without any Reversion or Remainder thereof, or of any part thereof in his Kings Majesty, his Heirs or Successors being made or limited by the said K. H. or I. H. his Uncle deceased, whose heir the said R. H. now is; And that he now hath and then shall have good right, full power, and lawful, and absolute authority to grant, bargain, sell and convey the said Mannor, Lands and all other the premisses, with the appurtenances unto the said Sir R. D. his heirs and assigns, according to the true intent and meaning of these presents, notwithstanding any act, had, made, done or suffered by the said R. H. or the said I. H. his said Uncle, or either of them: And that the said Manner, Messuages, Lands, Advowson, and all other the premisses, with their and every of their appurtenances, now are, and so shall and may for ever hereafter remain, continue, and be under the said Sir R. D. his heirs and assigns free and freely, and clear and clearly acquitted, exonerated and discharged, of and from all and all manner of former and other Gifts, Grants, Leases, Joynters, Dowers, Uses, Wills, Intails, Annuities, Statutes-Merchant, and of the Staple, Recognizances, Bonds, Judgments, Executions, Extents, Seizures, Condemnations, Rents, Arrearages of Rents, Intrusions, Forfeitures, Mortgages, Fines for Alienation without licence, Debts of Record, Debts to his Majesties estate, Tithes, Troubles, Charges and Incumbrances whatsoever, had, made, committed, done or suffered by him the said R. H. or by his Assent, Consent, Act, means or procurement, or by I. H. his said Uncle, or either of them.

Power to Alien

Freed from Incumbrances.

An Exception of Leases.

One lease for the term of 20. years to be accounted from the Feast of the Annunciation of our Lady St. *Mary* the Virgin in the year of our Lord God, &c. of parcel of the premisses made by the said R. H. to one I. D. wherein the yearly rent of nine pounds is reserved: One other Lease for the term of 22 years, to be accounted from the Feast of St. *M.* in the eighteenth year of the Reign of our late Soveraign Lord King *James* over *England*

England, &c. of other parcel of the premiſſes made by the ſaid R. H. to one C. O. and whereupon the yearly rent of 20 *l.* is reſerved; One other Leaſe, *&c.* All which ſaid ſeveral Rents, ſhall from henceforth be due and payable to the ſaid Sir R. D. his heirs and aſſigns, during the ſeveral and reſpective terms aforeſaid. And further, the ſaid R. H. and I. *H.* for themſelves, *&c.* do covenant, *&c.* with the ſaid Sir R. D. *&c.* That he the ſaid Sir R. D. his heirs and aſſigns, and every of them, ſhall and may for ever hereafter quietly and peaceably have, hold, occupy, poſſeſs and enjoy the ſaid M. Farm, Advowſon, lands and premiſſes, with their and every of their appurtenances, without the let, ſuit, trouble, diſturbance, denyal, moleſtation, interruption, or eviction of them the ſaid R. H. and I. H. or either of them, their or either of their heirs or aſſigns, or any of them, And without the lawful Let, Suit, Trouble, Denyal, Moleſtation, Interruption or Eviction of all and every other perſon or perſons whatſoever, lawfully claiming by, from or under them the ſaid R. H. and I. H. or either of them, their or either of their eſtate, right or title: or by, from or under I. H. deceaſed, Uncle of the ſaid R. H. (except before excepted:) And alſo that they the ſaid R. H. and J. H. parties to theſe preſents, and either of them, their and either of their Heirs and Aſſigns, and M. now the Wife of the ſaid R. H. and every of them ſhall and will from time to time, and at all times hearafter, *&c.* And it is hereby declared, concluded, *&c.* That all Fines Feoffments, Recoveries and all other aſſurances whatſoever, had, made, levyed, ſuffered or executed, to be had, made, levyed, ſuffered or executed, by or between the ſaid parties to theſe preſents, or any of them, of the ſaid M. and premiſſes, or of any of them ſhall be and enure, and hereby and by all the parties to theſe preſents, are agreed to be and enure, To the only proper uſe and behoof of the ſaid Sir R. D. and of his, *&c.* and to none other uſe, intent or purpoſe whatſoever: In witneſs, *&c.*

Covenant for quiet enjoying.

For further aſſurance.

Sir

Sir Alex. D. being ſeized of the Manner of B. in Com. O. for life, with Remainder to his firſt Son and his heirs with Remainder to his ſecond ſon, and ſo to the tenth ſon, ſell the Manner-Houſe, and half the Lands to Sir T. R. which to ſecure, ſettles the Manner of C. by the Collateral Deed and Bargain and Sale, ut ſequitur.

THis Indenture made the day of, *&c.* Between Sir A.L. on the one part, and Sir T. R. on the other part. Whereas the ſaid Sir T. R. at the enſealing and delivery of theſe preſents, hath paid unto the ſaid Sir A. D. the ſum of 2000 l. of currant money of *England*, in Conſideration whereof the ſaid Sir A. D. Dame M. his wife, and the heirs of the ſaid Sir A. are to convey and aſſure unto the ſaid Sir T. R. his heirs and aſſigns, All that the Manſion-houſe and Capital Meſſuage of the ſaid Sir A. D. with all Houſes, Edifices, Barns, Stables, Buildings, Yards, Orchards and Gardens, with their and every of their appurtenances, ſituate, lying and being in G. B. in the County of O. And alſo all Trees, Furzes, Woods and Under-woods, with the appurtenances, ſtanding, growing, lying and being in all or any the Cloſes and parcels of ground herein after particularly expreſſed, and alſo all waters, Fiſhings, and Fiſh-ponds, being in or between the ſame, and the moity of all other waters adjoyning and next to the ſame, now or late in the poſſeſſion of the ſaid Sir A. D. ſituate, lying and being in G. B. aforeſaid, in the ſaid County of O. And alſo all that Cloſe, *&c. reciting the particulars with the Buttals, and Boundals:* (And alſo all uſual ways, Eaſments, Profits and Commodities to all and ſingular the premiſſes, and to every part and parcel thereof belonging, or in any wiſe appertaining: And all and ſingular the Tythes which at any time hereafter may ariſe or grow due, out of all or any the premiſſes aforeſaid: All and ſingular which premiſſes are ſituate, lying and being in the pariſh of G. B. aforeſaid, in the ſaid County of O. Together alſo with all the Ways and Paſſages, now or at any time within the ſpace of three years laſt paſt, uſed or occupied, unto or with the premiſſes, or any part thereof, for the ſaid Sir T. R. his heirs and aſſigns, and for his and their Servants, Cattel and Carriages in and through any other the grounds of the ſaid Sir A. D. in G. B. aforeſaid, unto the premiſſes, and every of them intended to be conveyed and aſſured as aforeſaid: In which conveyances and aſſurances to be made of the premiſſes,

miſſes, in manner and form aforeſaid, there are to be accepted, to and for the ſaid Sir A. D. his heirs and aſſigns, Leſſees, Farmers or Under-tenants, and all his and their Servants, and all others by his and their appointments, neceſſary and convenient ways and paſſages in and through all or any the premiſſes to be conveyed, as aforeſaid, unto and for all or any the Cloſes and Grounds of the ſaid Sir A. D. ſituate in B. aforeſaid, not to be conveyed unto the ſaid Sir T. R. aforeſaid. Now this Indenture witneſſeth, that for the quiet enjoying of all and ſingular the before mentioned premiſſes, with their and every of their appurtenances unto the ſaid Sir T. R. his heirs and aſſigns, and for and in conſideration of the ſum of 5. s. of currant money of *England*, in hand paid by the ſaid Sir T. R. unto the ſaid Sir A. D. that the ſaid Sir A. D. hath granted, bargained, ſold, enfeoffed and confirmed, and by theſe preſents doth grant, bargain, ſell, enfeoff and confirm unto the ſaid Sir T. R. his heirs and aſſigns for ever, All that his Mannor of C. with the appurtenances in the Pariſh of P. or elſewhere in the ſaid County of B. And all Meſſuages, Cloſes, Lands, Meadows, Paſtures, Woods, and Hereditaments, with their and every of their appurtenances of the ſaid Sir A. D. ſcituate, lying and being in the Town, Hamlets, Fields and Precincts of C. and P. aforeſaid, or in either of them in the ſaid County of B. And alſo the reverſion and reverſions, remainder and remainders of the ſaid Mannor of C. and of all and ſingular the premiſſes, with their appurtenances hereby intended to be granted, bargained and ſold: And alſo all the eſtate, right, title, intereſt, claim and demand whatſoever of him the ſaid Sir A. D. of, in and to the ſaid M. of C. with the appurtenances, and all other the premiſſes, before by theſe preſents mentioned to be granted, bargained or ſold with the appurtenances, and of, in and to every part and parcel thereof; And alſo all Deeds, Evidences and Writings, touching or concerning the afore-bargained premiſſes only, or only any part or parcel thereof: To have and to hold the ſaid M. of C. with the appurtenances, and all and ſingular the afore by theſe preſents bargained premiſſes, with their appurtenances, and the reverſion and reverſions, remainder and remainders of the ſame, and all the eſtate, right, title and intereſt of the ſaid Sir A. D. of, in and to the ſame, and all Writings only concerning the ſame, or only any part of the ſame unto the ſaid Sir T. R. his heirs and aſſigns: To the only *&c.* And the ſaid Sir A. D. for himſelf, his, *&c.* Doth Covenant, *&c.* That for and notwithſtanding any act or thing by the ſaid Sir A.

D.

D. or by Sir T. D. Knight, deceaſed, late father of the ſaid Sir A. D. done or ſuffered to the contrary, he the ſaid Sir A. D. now at the time of the enſealing and delivery of theſe preſents, is the true, rightful and lawful Owner of the ſaid M. of C. and of all and ſingular the afore bargained premiſſes, with the appurtenances, and of the ſame, and of every part of the ſame is lawfully ſeized in his Demeaſn, as of Fee-ſimple, without any manner of Reverſion or Remainder thereof, or of any part thereof in his Kings Majeſty that now is, his Heirs or Succeſſors, or in any other perſon or perſons whatſoever: And alſo that he the ſaid Sir T. R. his heirs and aſſigns, for and notwithſtanding any act or thing by the ſaid Sir A. D. or by Sir T. D. Knight, deceaſed, as aforeſaid, done or ſuffered to the contrary, ſhall and may from henceforth for ever hereafter lawfully, quietly and peaceably have, hold, occupy, poſſeſs and enjoy the ſaid M. of C. and all and ſingular the afore-bargained premiſſes, with their appurtenances clearly acquitted, exonerated and diſcharged of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Mortgages, Leaſes, Feoffments, Joyntures, Dowers, Statutes, Recognizances, Rents, Judgments, Condemnations, Executions, Liveries, Ouſterlemains, Iſſues, Amerciaments, Reſpites of Homage, and of and from all other titles, troubles, charges, eſtates and incumbrances whatſoever heretofore had, made, committed, cauſed or done, or hereafter to be had, made, commited, cauſed or done by the ſaid Sir A. D. and the ſaid Sir T. D. or either of them, or by any other perſon or perſons whatſoever, lawfully having, or claiming to have any eſtate, right, title and intereſt, by, from or under the ſaid Sir T. D. and Sir A. D. or either of them, or the heirs or aſſigns of them, or either of them: (The Joynture for the life of Dame M. D. now Wife of the ſaid Sir A. & one Leaſe for about ſix years to come, heretofore made to I. B. at the yearly rent of 30 *l. per an.* And one other Leaſe, made to O. F. for about one year to come, at the rent of 100 *l. per an.* And one other Leaſe *&c.* only excepted.) And further, that he the ſaid A. D. his heirs and aſſigns, and all and every other perſon and perſons lawfully having, or claiming to have, by, from or under them, or any of them, any eſtate, right, title, or intereſt whatſoever, of, in or to the ſaid Manor of C. and other the afore by theſe preſents bargained premiſſes, or of, in or to any part or parcel of the ſame, ſhall and will at all times hereafter, at or upon the reaſonable requeſt and at the only and proper coſts and charges of the ſaid Sir T. R. his heirs and aſſigns, *a Covenant pro futuro. Aſſ.* ſo that the ſaid aſſu-

assurance or assurances contain no further or other Warranty or Warranties than only against Sir A. D. and his heirs, and against all and every other person and persons claiming, by, from or under them, or any of them; Provided alwaies, and upon Condition, that if the said Sir A. D. and such person and persons to whom by any Conveyance or Assurance heretofore made that Reversion or Remainder of the said Mannor house and premisses in B. aforesaid, and intended to be conveyed unto the said T. R. as aforesaid should or might, or shall remain or come immediately after the death of the said Sir A. D. and Dame M. his Wife, shall within one year next after such person or persons shall attain unto the age of twenty one years at the only costs and charges, and at the reasonable request of the said Sir T. R. his heirs and assigns, or of some or one of them, Convey and assure unto the said Sir T. R. his heirs and assigns, and only to their uses & behoofs, All that Capital Messuage and M. House aforesaid, and all other the above recited premisses, as aforesaid with their and every of their appurtenances, scituate, lying & being in G. B. aforesaid, free and clearly discharged of all and all manner of Estates, Titles, Troubles, Charges and Incumbrances had, made or done by the said Sir A. D. or by Sir A. H. Knight, lately deceased, or by, from or under them, or either of them, or the heirs and assigns of them, or either of them, them the like Covenants for the said Sir T. R. his heirs and assigns, in such assurances to be made, as are contained in an Indent. bearing date the first day of this instant month of M. made between Sir A. D. of the one part, & Sir T. R. in such manner & form as by the said Sir T. R. his heirs or assigns, or by some or one of them, or by his or their Councel learned in the Law, shall be reasonably devised, or advised & required: So that the said assurance and conveyance, assurances and conveyances, contain no further or other Covenant or Warranty, than only against Sir R. D. and his heirs, and against Sir T. D. and his heirs, and against all and every other person and persons claiming, by, from or under them, or any of them: That then from and immediately after such assurance is made of the premisses, with their appurtenances in G. B. aforesaid, upon the said Sir T. R. in manner aforesaid. This present Indenture, and the Grant. Bargain and Sale therein contained of the said M. of C. and other the premisses in P. aforesaid, with the appurtenances, to be void and of none effect, any thing in these presents contained to the contrary thereof in any wise notwithstanding, And then the said Sir T. R. doth by these presents, for himself,

ſelf, his &c. Covenant, Grant and agree to and with the ſaid Sir A. D. his heirs and aſſigns, That he the ſaid Sir T. R. his heirs and aſſigns, ſhall and will deliver up unto the ſaid Sir A. D. his heirs or aſſigns, this Indenture to be cancelled, together with the Evidences hereby granted, and in a Schedule expreſſed hereunto annexed, and then likewiſe ſhall and will at the coſts and charges of the ſaid Sir A. D. make ſuch reaſonable aſſurances and conveyances, for the better re-aſſuring and re-conveying of the ſaid M. of C. and premiſſes by theſe preſents bargained and ſold unto the the ſaid A. D. his heirs and aſſigns, as by the ſaid Sir A. D. his heirs or aſſigns; or by his or their Council learned in the Law, ſhall be reaſonably deviſed, or adviſed and required: in witneſs whereof, &c.

A Declaration of the uſe of a Fine, where ſeveral parties joyn.

THis Indenture Tripertite, made. &c. Between I. A. of, &c. M. his Wife ſole Daughter and Heir of A. F. Gentleman deceaſed, T. S. of, &c. and M. his Wife, of the firſt part, E. D. of, &c. on the ſecond, and G. D. of, &c. and M. S. of, &c. on the third part: Whereas the ſaid I. D. M. his Wife, T. S. and M. his Wife, having *Michaelmas* term in the year of our Lord God, One thouſand, &c. acknowledged and levyed one Fine with Proclamation, according to the form of the Statute, in due form of Law before the Juſtices of his Majeſties Court of Common Pleas at *Weſtminſter*, unto the ſaid G. D. and his heirs, of and for all thoſe eight Cottages, with the appurtenances, ſituate and being in C. W. aforeſaid by the name or names of the eight Cottages, two Gardens, and one Orchard, with the appurtenances in W. and C. W. aforeſaid: As by the ſaid Fine remaining in Record in the ſaid Court of Common Pleas at *Weſtminſter*, it doth and may appear. Theſe preſents witneſs, and it is hereby teſtified, expreſſed and declared, by and between all the ſaid parties to theſe preſents, and the true intent and meaning of all the ſaid parties to theſe preſents, and to the ſaid Fine then at the time of levying the ſaid Fine was and now is: That the ſaid Fine, and all other Fines levyed, or to be levyed of the premiſſes, or any part thereof, or of the ſame, or any of them, with any other Lands, Tenements or Hereditaments, by or between the parties to theſe preſents, or any of them, and the Uſes thereof ſhall be and enure, and hereby, and by all the parties to theſe preſents, are and ſhall be

adjudged

adjudged, deemed and taken to be and enure, to the uſes, intents and purpoſes hereafter in theſe preſents expreſſed, limited and declared, *viz.* Of, for and concerning all that one Cottage or Tenement, within one D. A. Tayſor, did lately inhabit, ſituate in C.W. aforeſaid, in a Street there called F. with the Orchard or back ſide, Garden and Appurtenances, To the uſe and behoof of the ſaid G.D. his heirs and aſſigns for ever: And of, for and concerning all that Cottage or Tenement, wherein the ſaid M.S. doth now inhabit in C.W. aforſaid, in a place there called N. with a back-ſide and Garden, and appurtenances thereunto belonging or appertaining, To the uſe and behoof of him the ſaid M.S. his heirs and aſſigns for ever. And of, for and concerning one other Cottage, *&c.* to the ſaid I.A. his heirs and aſſigns for ever: And of, for and concerning all other the Cottages and Premiſſes in the ſaid Fine contained, the uſe whereof is not herein or hereby formerly limited and declared, To the uſe and behoof of the ſaid E. R. his heirs and aſſigns for ever, and to none other uſe, intent and purpoſe Whatſoever. In witneſs, *&c.*

A Condition for the ſealing an Acquittance, or Releaſe of Lands.

THE Condition, *&c.* That if the above bounden B. C. do cauſe I. M. Serjeant at the Law, and E. his Wife, before the Feaſt of *S.* next coming at the coſts and charges in the Law of the ſaid B. C. by their ſufficient deed in the Law to releaſe, remit and quit-claim to the within named C. D. his, *&c.* all their right, title, power and intereſt which they the ſaid I.M. and E. his Wife, or either of them, have, had, or may have, claim or pretend to have, of, in or to all ſuch Lands, Tenements, That then, *&c.*

A Bill to pay money.

MEmorandum, That I. R. S. do owe unto I. M. the full Sum of ten *l.* of, *&c.* to be paid unto the ſaid I. M. his, *&c.* on the, *&c.* next coming, for payment whereof, I the ſaid R. S. do bind me, my, *&c.* in the ſum of, *&c.* firmly by theſe preſents. Sealed and dated the day and year above ſaid: *Let it be dated as a general Acquittance.*

A Releaſe.

BE It known, &c. That I W.B. of, &c. have remiſed, releaſed, and for me, my heirs, &c. do by theſe preſents remiſe, &c. unto I.R. of, &c. all and all manner of Actions, Sutes, Quarrels, Debts, Treſpaſſes, Accounts, Covenants and demands whatſoever, which I the ſaid W.B. now have againſt the ſaid I. R. or my executors, adminiſtators or aſſignes, at any time might ought or could have againſt the ſaid I.R. his, &c. as executor, of I. R. his Father, deceaſed, or otherwiſe howſoever from the beginning of the world, until the day of the date hereof. In witneſs, &c.

A Licenſe to let lands, although prohibited by Leaſe.

WHereas my Tenants W. H. holdeth of me one Tenement in P. in, &c. with the appurtenances for certain years yet to come, by Indenture of Leaſe dated, &c. wherein he hath expreſſly Covenanted with me not to ſet or let out any part or parcel of the ſaid Tenement, without my ſpecial licenſe and conſent in writing, in that behalf to be had, as by the ſaid Indenture amongſt, &c. appeareth. Theſe preſents witneſs, that I the ſaid H. K. have licenſed, allowed, and do by theſe preſents licenſe and allow the ſaid W.H. to let, ſet or demiſe the ſaid Tenement to one R.P. his, &c. for three years next enſuing: Provided, that he the ſaid W. H. ſhall at his peril ſee the rent in the ſaid Indenture and other covenants and payments therein mentioned to be paid on the part and behalf of the ſaid W. H. be duly kept and preformed, Dated, &c.

A Letter of Attorney to two to receive poſſeſſion.

TO all Chriſtian People, to who theſe preſents ſhall come, Sir R.D. of, &c. ſendeth greeting: Whereas G.S. of, &c. did ſeal unto the ſaid Sir R.D. and deliver an Indenture bearing date the laſt day of *May*, now laſt paſt, purporting a Conveyance unto him the ſaid Sir R.D. and his heirs, of all that Meſſuage or Tenement with the appurtenances, ſcituate and being in B. aforeſaid, ſometimes then tofore, &c. *ſetting down the particulars*, To have and to hold the ſaid, &c. to the ſaid Sir R.D. his Heirs and Aſſigns for ever, as by the ſaid Indenture, it doth and may more fully appear: Now know ye, that the ſaid Sir R.D. hath, and hereby doth authorize, conſtitute, depute, and in his ſtead and place, put his well beloved Friends C.G. of, &c. and T.A. of, &c. and either of them, his true and lawful Attorneys, joyntly and ſeverally to receive and take for him, and in his name, and to his uſe, full and peaceable poſſeſſion and ſeiſin of and in all, or any part of the premiſſes, in the name of the whole, of and and from the ſaid G.S. to hold the ſaid Sir R. D.

and his Heirs, according to the tenor, purport, form and effect of the said Indent. In wit. &c.

A Note of Indorsment and livery of Seisin on the Indenture by vertue of the Letter of Attorney.

MEmorandum, That full and peaceable possession and seisin was given and delivered by the within named G. S. of the Messuage or Tenement Closes and land within mentioned unto G. G. of, &c. by vertue of the Letter of Attorney to this Present Indenture annexed, for and in the name, and to the use of the within named Sir R. D. and his heirs, according to the true intent and meaning of the said Indenture and Letter of Attorney the day of, &c. in the presence of us whose names are subscribed.

Note. *Let the Letter of Attorney be pinned or filed to the Indenture.*

An Assignment of a Lease in trust.

THis Indenture made, &c. Between W. P. of, &c. on the one part, and R. P. of, &c. on the other part, Witnesseth, that the said W. P. for divers good causes and considerations him hereunto moving, hath demised, granted, assigned and set over, And by these &c. unto the said R. P. his Executors and Assigns, All that, &c. *setting down the particular*, with their and every of their rights, members and Appurtenances thereunto belonging: Together with all and every the estate, right, title, interest, use, possession, term for years, claim and demand whatsoever of him the said W. P. of, in and to the said, &c. by vertue of a former Lease or Assignment thereof made to him by one W. R. of, &c. and I. his Wife, or either of them for the residue of a term of 1000 years then unexpired, or otherwise howsoever; To have and to hold the said, &c. with the appurtenances, during all the rest and residue of the said term of 1000 years, which are yet to come and unexpired unto the said R. P. his executors and assigns, Upon the trusts, and to the intents and purposes hereafter mentioned and expressed. That is to say, That the said R. P. and his assigns, shall permit and suffer the said W. P. to have and take to his own proper use and benefit, all and every the rents, Issues and profits of the premisses, for and during his natural life, without Impeachment of or for any manner of waste; And from and after his decease the said R. P. or his assigns shall stand and be possessed, or dispose of the premisses, during the residue of the said term which shall be then to come to such uses, intents and purposes, as the said W. P. shall by his last Will and Testiment in Writing, under his hand and seal, and subscribed in the presence of two or more credible witnesses, nominate and appoint the same; and for

want of such Declaration or Limitation to be made, That then the said R. P. shall stand possessed of the Premisses in trust for the executors or Administrators of the said W. P. and to none other use, intent or purpose whatsoever. In witness, &c.

E. R. having bought the Manour of B. and Copy-hold Lands belonging to it, takes a surrender of the Copy-hold Lands in others names, who by Deed, after recital of what estate they had, make this acknowledgement.

WHereas E. R. of, &c. hath with his own money purchased of I. G. of, &c. amongst other lands, tenements and hereditaments; the Customary, Messuage, Lands, Tenements, and Hereditaments hereafter mentioned. viz. *Then specify all the particulars with the quantity and number of acres and closes names, and in whose occupation.* And also whereas W. P. of, &c. R. W. F. K. and D. G. of, &c. being Customary Tenants of the said M. of B. did surrender into the hand of I. G. being Lord of the said M. All and singular the Customary, Messuage, Lands, Tenements and Hereditaments before mentioned, To the use and behoof of us the said W. N. and R. F. to the intent and purpose that the said I. G. or other the Lords of the said M. or these Stewards for the time being at the next Court-Baron to be holden for the said Manor, should admit, or cause us the said W. N. and R. F. to be admitted Tenants unto all and singular the said, &c. As by the said Surrender bearing date, &c. relation being thereunto had, may more fully, and at large appear. Now Know ye, that we the said W. N. and R. F. for the manifesting of the truth of the said Surrender, and for the avoiding and clearing of all questions and doubts which hereafter may arise or grow touching or concerning the said surrender taken in our names, as aforesaid, do hereby freely and voluntarily acknowledge, express and declare that the said Surrender was made, taken and done by the special direction and appointment of the said E. R. in trust, to and for the only use, benefit and behoof of him the said E. R. his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever; and therefore we the said W. N. and R. F. Do by these presents freely and absolutely disclaim any other estate, right, title or interest, claim or demand which we or either of us now have, or hereafter may or can have, claim or demand in or to the said Customary, Messuages, Lands and premisses, or any part thereof, but such as we have only by the trust reposed in us by the Surrender before expressed: In witness whereof we the said W. N. and R. F. have hereunto set our hands and seals, &c.

A Leaſe in truſt.

THis Indenture made, &c. between Sir R. D. of, &c. on the one part and W. D. of, &c. R. H. of, &c. and T. S. of, &c. on the other part, witneſſeth that the ſaid Sir R. D. for divers good cauſes and conſiderations him moving, hath demiſed, granted, ſet and to farm-letten, and by theſe preſents doth, &c. unto the ſaid W. D. R. H. and T. S. their executors and aſſigns, All that the Mannor of A. with the rights, members and appurtenances thereof in the ſaid County of B. and all Meſſuages, Lands, Tenements and Hereditaments whatſoever of him the ſaid Sir R. D. ſituate, lying and being in A. aforeſaid, in the ſaid County of B. And alſo all that Cloſe of Land in the Pariſh of N. in the ſaid County of B. called the *Warren-hill*, with their and every of their appurtenances; And all ways, eaſments, paſſages, profits, commons and commodities, whatſoever belonging to the ſaid Mannor and Premiſſes, and to every or any of them (except all Timber-trees growing on the premiſſes) or any part thereof: To have and to hold the ſaid Mannor, and all other the premiſſes, with their and every of their appurtenances unto the ſaid W. D. R. H. and T. S. their executors and aſſigns, from the Feaſt of, &c. laſt before, &c. for and during, and unto the full end of 24 years, &c. Yielding a Pepper-corn, &c. Nevertheleſs, upon this ſpecial truſt and confidence, and to the intent and purpoſe that they the ſaid W. D. R. H. and T. S. their executors and aſſigns, ſhall permit and ſuffer him the ſaid Sir R. D. and his Aſſigns, during his life, to hold and enjoy the ſaid Mannor and Premiſſes, and to receive and take the Rents, iſſues and profits thereof, to his and to their own uſe, without Impeachment of any manner of waſte. And alſo that they the ſaid W. D. R. H. and T. S. their executors and aſſigns, from and after the deceaſe of the ſaid Sir R. D. ſhall permit and ſuffer I. D. Eſq; Son and Heir apparent of the ſaid Sir R. D. and his heirs, to hold and enjoy, and to receive and take the Rents, Iſſues and profits of the ſaid Mannor and Premiſſes, for ſo long time as he the ſaid I. D. and his heirs, ſhall permit and ſuffer M. D. and K. D. ſons of the ſaid Sir R. D. his heirs and aſſigns, ſeverally, and reſpectively to hold and enjoy, according to their ſeveral and reſpective Eſtates and Limitations, to them ſeverally and reſpectively made, appointed, or to be made and appointed in truſt for them, or either of them by the ſaid Sir R. D. their father, of all that the Mannor of E. and T. in T. with their and either of their Rights, Members, and appurtenances thereof, in the ſaid County of B. and all that the Rectory and Parſonage impropriate of T. aforeſaid, and of all that third part of the Mannor of C. with

the Rights, Members and Appurtenances thereof in the ſaid County of B. And alſo to the intent and purpoſe, that if the ſaid I.D. his heirs and aſſigns, ſhall at any time during the term hereby demiſed diſturb, hinder or moleſt the ſaid M. D. and R. D. the ſon, or either of them, their or either of their heirs or aſſigns, in the quiet holding or enjoying of all or any the Mannors, Lands, Tenements or Hereditaments to them, or in truſt for them, ſeverally and reſpectively limited and appointed by the ſaid Sir R. D. their father, as aforeſaid, or ſhall croſs, or hinder any the limitations or eſtates, made or appointed by the ſaid Sir R. D. to or for the ſaid M. and R. D. as aforeſaid, whereby or by reaſon whereof they the ſaid M. D. and R. D. the Son, or either of them, their heirs or aſſigns, ſhall not, or may not quietly hold and enjoy, and take the profits of the Mannors, Lands, Tenements and Hereditaments to or for them, or either of them, ſeverally and reſpectively limited and appointed by their father Sir R. D. as aforeſaid; That then, and immediately from and after ſuch diſturbance and hindrance uſed and done by the ſaid I. D. his heirs or aſſigns: They the ſaid W. D. R. H. and T. S. their &c. ſhall permit and ſuffer them the ſaid M. D. and R. D. their heirs and aſſigns, ſeverally and reſpectively to take and receive the Rents, Iſſues and Profits, of the mannor of A. and all other the premiſes hereby demiſed, for all ſuch time and terms of years as ſhall be to come and unexpired at the time of ſuch Diſturbance and Hindrance made or done by the ſaid I. D. his, &c. Provided alwaies, that if the ſaid Sir R. D. at any time during his life, ſhall be minded to make void theſe preſents, and the eſtate hereby granted, and ſhall by any writing, under his Hand and Seal, Subſcribed in the preſence of two credible perſons, or more, declare ſuch his mind and intention, for the making void thereof: That then, from and after ſuch Declaration in writing made and ſubſcribed by the ſaid Sir R. D. as aforeſaid, This preſent Indenture, and the eſtate hereby granted, ſhall ceaſe, determine, and be utterly void, to all intents and purpoſes, any thing herein contained to the contrary thereof in any wiſe notwithſtanding. In witneſs whereof, &c.

A Leaſe in truſt.

THis Indenture made, &c. Between Sir R. D. of, &c. on the one part, W. D. of, &c. R. H. and T. S. &c. on the other part, Witneſſeth, that the ſaid Sir R. D. for, &c. ſetting down the Demiſe, *ut ſupra*, though of other lands, with the *Habendum* and *Poddendum*, *ut ſupra*: Nevertheleſs, upon this ſpecial truſt and confidence that they the ſaid W. D. R. H. and T. S. their &c. ſhall

permit

permit and ſuffer him the ſaid Sir R. D. and his aſſigns, during his life to hold and enjoy the ſaid Mannor and Premiſſes, and to receive and take the Rents, Iſſues and Profits thereof to his and their own uſe. And alſo upon this further ſpecial truſt and confidence that they the ſaid W. D. R. H. and T. S. their, &c. from and after the deceaſe of the ſaid Sir R. D. ſhall employ yearly out of the profits of the ſaid M. and premiſſes, the ſum of 50 l. of, &c. For the Education and bringing up of M. D. Gentleman, ſecond ſon of the ſaid Sir R. D. for, and until he the ſaid M. ſhall attain unto the age of nineteen years; And alſo that they the ſaid W. D. R. H. and T. S. their &c. from and after the ſaid M. D. ſhall attain his ſaid age of nineteen years, during the reſidue of the ſaid term, ſhall raiſe out of the profits of the premiſſes, the ſum of 80 l. *per annum*, for and towards the maintainance, and for the portion of him the ſaid M. D. And alſo at the end of the term hereby demiſed, ſhall and will yield and deliver the reſt and reſidue of all the profits of the premiſſes by them received or raiſed unto him the ſaid M. D. or to his iſſue, if any iſſue of his, bo dy be then living. And if the ſaid M. D. before his ſaid age ſhall die without iſſue, that then they the ſaid W. D. R. H. T. S. their, &c. from and after the deceaſe of the ſaid M. D. without iſſue, as aforeſaid, ſhall yield and deliver unto I. D. Eſquire, eldeſt ſon an heir apparent of the ſaid Sir R. D. at his age of nineteen years, or to ſuch iſſue of his body as ſhall be living at ſuch time as the ſaid I. D. ſhall have accompliſhed his ſaid age of ninteen years if he had lived, all ſuch Rents, Sum or Sums of Money, as they, or any of them ſhall have received or taken out of, or for the ſaid Mannor or Premiſſes, and every or any of them. And if the ſaid J. D. before his ſaid age of ninteen years ſhall dye without iſſue, that then they the ſaid W. D. R. H. and I. S. their, &c. from and after the deceaſe of the ſaid J. D. as aforeſaid, ſhall yeild, pay and deliever unto R. D. Gent. youngeſt ſon of the ſaid Sir R. D. at his age of nineteen years, or to ſuch iſſue of his body as ſhall be then living, all ſuch rents, ſum and ſums of money as they, or any of them ſhall have received or taken out of, or for the ſaid M. and premiſſes, and every or any of them. *Cum eadem potentia revocat. prout ultim. ſpecificat.* In witneſs, &c.

A Declaration of truſt, with a Declaration of uſes by the truſter.

THis Indenture made, &c. between A. Lady D. of, &c. Widow on the one part, and Sir I. D. Sir I. C. Sir R. L. I. C. I. L. T. I. W. M. and W. G. of, &c. ſeparatim on the other part. Whereas

Whereas the ſaid Sir I. D. I. C. and I. C. do ſtand jointly ſeized in Fee with the ſaid A. Lady D. of and in all that the Mannor of L. in the County of L. with the Rights, Members and appurtenances thereof, and of all that the Capital Meſſuage or Manſion-houſe of L. aforeſaid, and of all and ſingular Meſſuages, Lands, Tenements, Tofts, Cottages, Mills, Meadows, Cloſes, Paſtures, Leaſows, Commons, Waſte grounds, Furze, Heath, Woods, Underwoods, Waters, Moors, Ways, Fiſhings, Court-Leets, Views of Frankpledge, Waifs, Eſtrays, Royalties, Franchiſes, Rents, Reverſions, Services, Profits, Commodities, Liberties, Priviledges and Hereditaments whatſoever to the ſaid Mannor, or any part thereof belonging, or appertaining, or reputed, deemed, occupied or taken as part, parcel, or member of the ſaid Mannor of L. aforeſaid, and of all that Meſſuage with the appurtenances in L. aforeſaid, in the poſſeſſion of W.C. or his aſſigns; as by the conveyance thereof to them made by G. A. Eſq; it doth and may more fully appear. And whereas the ſaid T. L. T. I. and W. G. do alſo ſtand joyntly ſeized to them and their heirs, of and in all, and all manner of Tithes, of what nature, condition, or quality whatſoever, and of all Demiſes, Penſions, Portions, Oblations, Emoluments and profits whatſoever coming, growing, renewing, ariſing, encreaſing, iſſuing, or going out of any the Lands, Meadows, Paſtures, or Woods in L. in the ſaid County of L. or being parcel of the Demeaſns of the Mannor of L. with their and every of their rights, members and appurtenances, and of all and ſingular Gleab-lands, Tenements, Profits, Commodities, Emoluments and Hereditaments whatſoever, to the Rectory and Parſonage of L. aforeſaid, belonging or appertaining, lying or being amongſt the Demeaſn-lands of L. aforeſaid; and alſo of all and all manner of Tithes, coming, growing, renewing, or increaſing, in, or upon the ſaid Gleab-lands, Tenements and Hereditaments, or any of them, and of all other the Tythes, coming, growing, renewing, or increaſing in L. aforeſaid, as by the conveyance thereof to them made by W.C. and G.A. it doth and may appear. And whereas the ſaid Sir I.C. Sir R.L. and W.M. do ſtand poſſeſſed and intereſſed for divers years yet enduring, of, and in all that Paſture-ground, containing by eſtamation one hundred and twenty acres, be it more or leſs, lying in L. in the Pariſh of S. in the ſaid County of B. called or known by the name of the Nether-ground, with the tenement, and all other the edifices and buildings therupon ſtanding, as by the Leaſe thereof to them the ſaid Sir I.C. Sir R.L. and W.M. by I.I. and A. his Wife, dated the nineteenth day of, &c. it doth and may appear. Now theſe preſents witneſs, and it is hereby declared, teſtified and expreſſed, by all the ſaid parties to theſe preſents, that all and every the ſeveral parties to theſe preſents, do ſtand ſo ſeized

zed and interested of all and every the premisses respectively, only in trust for the said A. Lady D. and to her use, and that they the said Sir I. D. Sir I. C. Sir R. L. I. B. I. L. T. L. T. I. W. M. and W. G. and every of them, and the heirs and executors of the Survivor and Survivors of them, shall at the requests and costs of the said A. Lady D. convey and dispose the premisses, and every of them respectively, to such person and persons as she the said A. Lady D. shall in her life time under her hand, or by her last Will in writing, appoint or give consent unto. And the said A. Lady D. doth hereby also declare, that her intent is, in case she should not in her life time, as aforsaid, or by her last Will make any Declaration of her intent for the disposing of the premisses, or in case she the said A. Lady D. shall make such Declaration for part, and not for other part, then the said parties trusted and every of them, shall respectively convey their several estates in the premisses, or of so much thereof, as she the said A. Lady D. shall not so make a Declaration of to W. D. Esq; second Son of the said A. Lady D. and to his Heirs, Excutor, and Assigns, according to the Intent of these presents; and shall alwaies permit her and her Assigns, as aforesaid, to receive and enjoy all and every the Rents and Profits of the same. In witness whereof, &c.

A Letter of Attorney to demand a Rent according to a Lease.

TO all Christian People to whom, &c. E. F. of, &c. and I. P. of, &c. send greeting in our Lord God everlasting. Whereas the said E. B. and I. B. by their Indenture dated the fifth day of, &c. did demise and grant unto I. B. of C. in the said County of B. Yeoman, and his assigns, all that Wood ground, with the soyl thereof, called by the name of W. wood, containing by estimation 60 acres were the same more or less, with the appurtenances thereunto belonging, lying in the Parish of, C. aforesaid, to hold the demised premisses to the said I. B. and his assigns, from the Feast of the Birth of our Lord God then last past, for the term of twenty one years from thence next ensuing, by and under the yearly rent of thirty pounds six shillings and four pence, payable to the said *Edmund* F. and I. P. at the Feast of the Nativity of St. *John* the Baptist, and the Birth of our Lord God, by equal portions, at the Font-stone in the Temple-Church, *London*, with this special Proviso or Condition in the said Indenture contained, That if the said yearly Rent, or any part thereof should be unpaid in part, or in all, at the place aforesaid, by the space of ten days next after either of the said Feasts, or the days of payment the same being lawfully demanded, that then and at all times afterwards, it should be lawful for the said E. F. and I. P. and their assigns, to re-enter upon all the premisses, and the same to have again, re-

tain

tain, poſſeſs and enjoy, as in their former eſtate and right, as by the ſaid Indenture, amongſt other things herein contained, appeareth. Now know ye, that the ſaid *Edmund* F. and I. P. have, and hereby do depute, conſtitute and appoint, and in their ſtead and place put their well-beloved friend I. H. of L. Eſq; their true and lawful Attorney, for them, and in their names, to ask and demand, according to the Proviſo in the ſaid Indenture contained, the half years rent that ſhall grow due upon the ſaid Demiſe, by the ſaid I. B. or his aſſigns, being the ſum of fifteen pound, three ſhillings and two pence, at the Feaſt-day of the Birth of our Lord God now next enſuing; And alſo they the ſaid *Edmund* F. and I. P. do hereby authorize and appoint the ſaid I. H. to demand the ſaid rent and ſum at the time and place in the Proviſo in the ſaid recited Indenture, mentioned for payment thereof, according to the Proviſo or the intent thereof. And the ſaid E. F. and I. P. do hereby further authorize and appoint the ſaid I. H. from time to time and at all times, during the continuance of the ſaid Term that ſhall be unexpired and to come, at or after the ſaid Feaſt-day of the Birth of our Lord God now next enſuing, for them, and in their names, to ask and demand on the tenth day next after either of the ſaid Feaſts or days of payment, according to the Proviſo in the ſaid Indenture contained, all ſuch rent and rents that ſhall grow due to be paid upon the Demiſe, at either of the ſaid Feaſts, by the ſaid I. B. or his aſſigns, at the time and place in the Proviſo of the ſaid recited Indenture mentioned for payment thereof, according to the purport and form of the ſame, ratifying and allowing all and whatſoever the ſaid I. H. ſhall do in the premiſſes, as if they themſelves were perſonally preſent, and did demand the ſame. In witneſs, *&c.*

Authority to demand a rent, Toties quoties.

A Letter of Attorney to re-enter upon the form of Attorney.

TO all Chriſtian People, to whom, *&c.* E. F. of, *&c.* and I. P. of, *&c.* ſend greeting: Whereas, *&c.* reciting the Indenture mentioned in the former Letter of Attorney, and then reciting that whereas the ſaid E. F. and I. P. by their Letter of Atorney dated, *&c.* did authorize and appoint I. H. of, *&c.* to ask and demand in their names, and to their uſe, the half-years rent, *&c.* *viz.* the ſum of 15 l. 3 s. 2 d. which was then to grow due and payable at the Feaſt day of the Birth of our Lord God, then next enſuing, and for non-payment whereof, the ſaid E. F. and I. P. by a Proviſo by the ſaid recited Indenture, might lawfully re-enter, if the ſame ſhould be behind by the ſpace of ten days after the ſaid Feaſt, according to the form and effect of the ſaid recited Indenture and Proviſo. And whereas the ſaid I. H. did demand the ſaid half years

rent

rent of 00 li. 3 s. 6 d. due and payable by the vertue of the said Proviso, until the power to him given by the Letter of Attorney aforesaid; yet notwithstanding the said I. B. and his assigns, nor either of them, have not paid the said half-years rent, according to the reservation and Proviso of the said recited Indenture: Now know ye, that the said E. F. and I. P. have, and hereby do depute, constitute, ordain and appoint the said well beloved friend I. H. their true and lawful Attorney for them, and in their names and to their use, into all and every the Premisses, demised by the said recited Indenture unto the said I. B. and his assigns, to reenter, and the same to have, retain and keep from them, and to their use, according to the power and Condition in the said recited Indenture mentioned, ratifying, allowing, *ut supra*, in the former. In witness, *&c.*

An Indorsment of Attornment of Tenants.

MEmorandum, that before the ensealing of these presents, the within-named E. B. did by Indenture made between him and the within-named R. C. on the one part, and N. C. of the other part, bearing date, *&c.* for a certain sum of money mentioned by the said Indenture to be paid, grant, bargain, demise and lease the premisses within-mentioned unto the said N. and A. D. of, *&c.* did after the ensealing and delivery of these presents, *viz.* this present fifteenth day of, *&c.* attorn and agree to this conveyance in the presence of, *&c.*

An Indenture of Covenants, Declaring that a mans name is but only used in trust, in the taking of an Assurance.

THis Indenture made, *&c.* Between T. B. of the one part, and A. B. of, *&c.* of the other part, witnesseth, Where, T. H. by his Indenture of Bargain and Sale bearing date, *&c.* made between, *&c.* for the consideration therein mentioned, did grant bargain and sell unto the said T. B. and A. B. their heirs and assigns, all that Messuage, Farm or Tenement, with the appurtenances, and all those three Yard-lands of Meadow, arrable and pasture, with all and singular their appurtenances in F. in the said County of L. now or late in the tenure of the said T. H. or his assigns, to hold the said Messuage or Tenement and three Yard lands, with the appurtenances to the said T. B. and A. B. their heirs and assigns for ever, and did covenant by the said Indenture to levy one fine, *Sur Cognizance de droit come ceo, &c.* of the premisses to him the said T. B. and A. B. and their heirs, as by the said Indenture, (amongst, *&c.*) appeareth. Now this Indenture witnesseth, That the said A. B. was only named in trust by the said T. B. to and for the use of the said T. B. his heirs and assigns, and that the said sum of five hundred pound mentioned in the said Indenture to be the *Set down the Consideration & Plaint.*

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consideration for the said purchase, was the proper money of the said T. B. And the said A. B. doth covenant, &c. that he the said A. B. his heirs and assigns, from time to time, and at all times hereafter, upon the request, and at the costs and charges in the Law of the said T. B. his heirs or assigns, shall and will convey and assure the premisses, and all the estate, title and interest therein, unto the said T. B. and his Heirs, to the use of the said T. B. and his heirs, or to any other person and persons and their heirs, to the use of them and their heirs, as the said T. B. or his heirs shall direct or appoint, acquitted and discharged of and from all charges and incumbrances, had, made, or done by the said A. B. or by, from or under or other person or persons whatsoever, claiming by, from or under him. And the said T. B. doth covenant, &c. That he the said T. B. his heirs, executors, or administrators, or some, or one of them, shall and will from time to time, and at all times hereafter, save and keep harmless the said A. B. his heirs, executors and administrators, heirs and their lands and goods, of, and from all manner of damage, loss and hindrance which shall or may hereafter happen to arise or grow for or by reason of the said joynt estate, settled and raised by the said A. B. and T. B. in Trust for the said A. B. as aforesaid.

To convey lands according to the Trust.

To save harmless his heirs, executors, or administrators, or any of them, from any damage happning by reason of the joynt Estate.

An Acquittance for money paid in part of a purchase.

Quinto die D. &c.

REceived by me T. H. the day an year abovewritten of T. B. the sum of, &c. as part of the money agreed to be paid for the purchase of certain lands, in F. in Com. L. according to certain articles of agreement indented, bearing date, &c. made between, &c. In Witness, &c.

The manner of endorsing an Attornment of Tenants.

MEmorandum, that R. C. of, &c. assignee of H. G. &c. and the rest of the Tenants and Farmers of the premisses within mentioned, by vertue of several Leases thereof made unto them, by the within named W. G. did severally Attorn and become Tenants of, and of their several and respective interests in the premisses to the within named C. G. this present tenth day of, &c. and the said several Tenants, and every of them, have given unto the said C. G. one penny in the name of Attornment, in the presence of, &c.

A Releaſe of intereſt in Lands.

TO all, &c. R. E. of, &c. ſendeth Greeting: Know ye, that the ſaid R. E. for and in conſideration of the ſum of, &c. to him in hand paid by T. H. of, &c. hath given, granted, remiſed, releaſed and quit-claimed, and by theſe preſents doth, &c. unto the ſaid T. H. all his eſtate, right, title, intereſt, term of year, claim and demand whatſoever, which he the ſaid R. E. now hath, or may claim to have, of, in, or to one Meſſuage or Tenement, with the appurtenances commonly called or known by the name of, &c. ſcituate, lying and being in, &c. and of, and in all the lands, tenements and hereditaments whatſoever to the ſaid Meſſuage or tenement belonging, or appertaining, or to, or with the ſame now uſed, occupied or enjoyed. In witneſs whereof, &c.

A Condition to ſave a Surety harmleſs from a Recognizance.

THe Condition, &c. That whereas the ſaid [illegible] A. G. together with the above bounden R. P. and for [illegible] by Recognizance acknowledged before Mr. T. G. one of the Kings Majeſties Juſtices of the Peace, for the County of, &c. the ſaid R. P. hath acknowledged to our Soveraign Lord the King, twenty pound, and the ſaid A. G. twenty, and the ſaid I. C. twenty pound. That he the ſaid R. P. ſhall from henceforth for ever keep his Majeſties Peace towards one W. B. &c. as by the ſaid Recognizance entred into, as aforeſaid, at large appeareth, If therefore the ſaid R. P. his, &c. from time to time, and at all times hereafter, do clearly acquit, diſcharge, and ſave harmleſs the ſaid I. C. his, &c. and all his and their lands, tenements, goods and chattels, and every of them as well againſt our ſaid Soveraign Lord the Kings Majeſty, His Heirs and Succeſſors, as againſt all and every other perſon and perſons, of, for, or concerning the ſaid ſum or penalty of, &c. and alſo of all other coſts, charges and troubles that may futurely come or ariſe for or concerning the ſame; that then, &c.

A Diſavowment of a Sute.

TO all, &c. I. L. of, &c. ſendeth greeting, &c. Whereas a Sute hath been of late Commenced and Proſecuted for me and in my name, in his Majeſties Court of Kings Bench at *Weſtminſter*, againſt M. L. for, &c. (ſetting down for what) which ſaid Sute as yet dependeth in the ſaid Court. Now know

ye

ye, that the ſaid Sute was Commenced, and is proſecuted without any warrant or allowance of me, and I therefore do hereby renounce and diſavow the ſaid Sute, and all and every other ſute or ſutes attempted or proſecuted againſt the ſaid M.L. for me and in my name, for or by reaſon of the ſaid bond, or any other cauſe or matter whatſoever. In, *&c.*

Warrant for the keeping of a Court.

WHereas I have received direction from the Right Honourable R.E. of D. to hold a Court-Baron for his Lordſhips Mannor of S. within, *&c.* Theſe are to let you underſtand, that I have appointed the 9th. day of, *&c.* next, being *Tueſday*, for the holding of the ſaid Court, at or in the hall of the ſaid M. houſe, and do therefore hereby requeſt and require you to give notice of the ſaid time and place appointed for the holding of the ſaid Court unto all and every the Suters and Tenants of the ſaid Mannor, and that you warn them, and every of them, to be then and there preſent by 8. of the clock in the fore-noon to give their attendance, And that alſo at the time and place aforeſaid, you return before me a Jury of the Suters and Tenants of the ſaid M. to enquire of ſuch matters, as ſhall be by me given to them in charge; and hereof, *&c.* Given under my hand and ſeal, *&c.*

An Indenture of Covenants between Executors.

THis Indenture made, *&c.* Between E.C. of, *&c.* on the one part, and W.A. of, *&c.* on the other part. Whereas A.W. widow, late deceaſed, by her laſt Will and Teſtament in Writing, named, ordained and conſtituted the ſaid E.C. and W.A. to be executors of the ſame her laſt Will and Teſtament, as by the ſame Will and Teſtament, amongſt other things, appeareth; Now this Indenture witneſſeth, That it is mutually covenanted and agreed by and between the ſaid parties to the preſents in manner and form following. And firſt, the ſaid E.C. doth covenant, *&c.* That he the ſaid E. C. ſhall and will before the end of *Michaelmas* term next enſuing the date hereof, if he ſhall be thereunto required by the ſaid W.A. his Executors or Aſſigns in due form of Law, and at the coſts and charges in the Law of the ſaid W. A. his, *&c.* refuſe and renounce his ſaid Executorſhip. And the ſaid E.C. doth further covenant *&c.* That neither he the ſaid E. nor his Executors, nor Adminiſtrators, ſhall or will intermeddle

Recital of the Bond.

To renounce executorſhip.

Not to meddle with the goods.

termeddle with the Administration of any part of the Money, Plate, Debts, Credit, and other the goods and chattels of the said Testator, with the consent of the said W. A. his, &c. but shall and will from time to time, and at all times hereafter, permit and suffer the said W.A. his, &c. to administer all such moneys, debts, credits, and other the goods and chattles of the said Testator, without the let, trouble, interruption or disturbance of the said E. C. his, &c. or of any other person or persons whatsoever, lawfully claiming by, from or under the said E. C. or by his means privity or procurement. And also that neither he the said E. C. nor his, &c. shall at any time hereafter make, or cause to be made any release, acquittance or other discharge to any person, or concerning any of the debts, credits, goods or chattels of the said Testator, nor shall do or suffer, or cause to be done or suffered, any Act or Acts, Thing or Things, in or about the Execution of the said last Will and Testament, without the assent, consent, agreement of the said W. A. his, &c. And the said W. A. in consideration of all and singular the premisses, doth Covenant, &c. That he the said W. A. his, &c. shall and will from time to time, and at all times hereafter, defend, discharge, and save harmless the said E. C. his, &c. against all and every person and persons whatsoever, of, for and concerning all and all manner of Actions, suites and demands hereafter to be had, made, or brought against the said E. C. his, &c. for or by reason of the said Executorship, or the said last Will and Testament. And that the said W. A. his &c. shall and will from time to time, and at all times hereafter, pay and satisfie unto the said E. C. his, &c. all such costs, charges and expences as the said E. C. his, &c. shall at any time hereafter be put unto, for or by reason of any cause, matter, or thing, touching or concerning the said Executorship, or the said last Will and Testament, of the said A. W. And the said W. A. doth further covenant, &c. That he the said W. A. his, &c. shall and will well and truly fully, accomplish, and perform the said last Will and Testament of the said A. W. and well and truly content and pay all and every the Legacies, gifts and bequests contained and specified in the same last Will and Testament, according to the Tenor, Purport, and True meaning of the same. In witness, &c.

Not to release a Creditor.

To save harmless.

To pay all charges.

To perform the will.

An Indenture in Consideration of a Marriage in lieu of Joynture.

THis Indenture made, &c. between M.F. of the one part, and I. I. and I. F. of the other part, Witnesseth, that the said M. F. for and in consideration of a Marriage, heretofore had and solemnized between the said M. F. and C. his now Wife, and for and in full satisfaction and recompence of such Joynture or Dower as she the said C. shall have or challenge, out of, or in, or to all or any of the said Messuage, Lands, Tenements or Hereditaments of the said M. F. in case the said C. shall survive and over-live the said M. F. And for the continuance, setling and establishing of the said Messuages, Lands, Tenements or Hereditaments hereafter mentioned, in the name, blood and kindred of the said M.F. so long as it shall please Almighty God, and for divers other good causes and considerations him the said M. F. hereunto moving, doth covenant, &c. That he the said M.F. and his heirs, and all and every person and persons, and their heirs now standing, or being seized, or which at any time hereafter shall stand or be seized of, or in all that Capital Messuage, with the Appurtenances, commonly called or known by the name of H. in B. aforesaid, in the said County of S. in the tenure or occupation of the said M.F. or his assigns, and of and in all and singular the Lands, Tenements, Meadows, Pastures, Feedings, Commons, Woods, Under-woods and Hereditaments whatsoever, with their and every of their Appurtenances to the said Capital Messuage or Tenement, belonging or appertaining, or to or with the same at any time heretofore used, occupied or enjoyed, as part parcel or member thereof, shall and will from henceforth stand and be seized therefore, and of every part and parcel thereof, to the uses, intents and purposes hereafter mentioned; That is to say, to the use and behoof of the said M.F. and C. his Wife and their Assigns, for and during their natural lives, and the life of the longer liver of them without impeachment of, or for any manner of waste, and from and after the decease of the Survivor of them the said M. of C. then to the use and behoof of the Heirs of the body of the said M.F. and C. lawfully begotten; and for default of such issue, then to the use and behoof of the right heirs of the said M.F. for ever. And the said M.F. doth further covenant, &c. That he the said M. F. at the time of the sealing and delivery of these presents, is, and standeth seized of a good, perfect

To stand seized.

The Uses.

To have power to raise uses.

fect and indefeazible eſtate in Fee-ſimple, of and in the ſaid Meſſuages, Lands, Tenements, and Hereditaments, and of and in every part and parcel thereof, and that he hath lawful power and authority by theſe preſents, to raiſe, limit and appoint the aforeſaid ſeveral Uſes and Eſtates, and that all and ſingular the premiſſes, with their and every of their Appurtenances, now are, and ſo at all times, and from time to time hereafter ſhall be, remain and continue, unto the uſes, intents and purpoſes before, in and by theſe preſents limited, expreſſed and declared, free and clear, and freely and clearly acquitted and diſcharged of, and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Leaſes, Joyntures, Dowers, Wills, Entails, *&c.* and of and from all other Titles, Troubles, Charges and Incumbrances whatſoever. In witneſs, *&c.*

Diſcharged of Incumbrances.

Words to be uſed upon the Delivery of Poſſeſſion.

I Do deliver you poſſeſſion and ſeizin of this houſe, or of this parcel of lands, in the name of all the reſt contained in this Deed or Indenture; To hold to you and your Heirs and Aſſigns for ever, according to the Tenor, form and effect of this preſents Writing or Indenture.

A Conveyance of Land by three Co-heirs, and their Husbands. Well pen'd.

THis Indenture made the Twentieth day of *March*, in the Tenth year of the Reign of our Soveraign Lord *Charles*, by the grace of God, of *England*, *Scotland*, *France*, and *Ireland*, King, Defender of the Faith, *&c.* Between W. S. of B. in the County of B. husbandman, and I. his Wife, W. M. of L. R. in the Pariſh of *Princes Risborough*, in the ſaid County, husbandman, and A. his wife, and F. W. of P. R. aforeſaid, in the ſaid County husbandman, and A. his wife, and E. A. of the Pariſh of P. R. aforeſaid, and S. his wife, on the one part, and I. M. of H. aforeſaid, in the ſaid County husbandman, on the other part, Witneſſeth, That the ſaid W. S. and I. his wife, W. M. and A. his wife, and F. W. and A. his wife, for and in Conſideration of the ſum of One hundred and Ninety pounds of currant money of *England*, to them the ſaid W. S. I. his wife, W. M. and A. his wife, F. W. and A. his wife, E. A. and S. his wife, by the ſaid I. M. in hand paid before the enſealing hereof, the receipt where-

The Conſideration.

of the ſaid W. S. &c. do hereby acknowledge, and thereof do joyntly and ſeverally exonerate and diſcharge the ſaid I. M. his Heirs, Executors and Adminiſtrators, and every of them, for ever by theſe preſents. And for other good *The Grant.* cauſes and conſiderations them moving, have, granted, aliened, bargained, ſold, enfeoffed, and confirmed, and by theſe preſents for them and their heirs, do joyntly and ſevrally, Grant, Alien, Bargain, Sell, infeoff and confirm unto the ſaid I. M. his heirs and aſſigns for ever, All that Meſſuage, Tenement, or dewlling houſe, with the appurtenances, ſcituate, lying and being, at or near a place called W. A. in the Pariſh of B. *alias* B. in the ſaid County of B. wherein the ſaid W. S, now dewlleth, and wherein one W. W. deceaſed, father of them the ſaid I. A. and A. did lately dwell and inhabit, and all thoſe five ſeveral Cloſes of Arrable Land, Meadows, Paſture and Wood-ground belonging to, or uſed with the ſaid Meſſuage, Tenement and dwelling houſe, lying and being in the Pariſh of B. aforeſaid, W. and H. or in ſome or one of them in the County of B. And alſo all and ſingular Houſes, Edifices, Buildings, Barns, Stables, Yards, Backſides, Orchards, Gardens, Lands, Tenements, Meadows, Paſtures, Feedings, Commons, Common of Paſture, Wayes, Eaſments, Paſſages, Profits, Commodities, Advantages, Emoluments, Hereditaments and Appurtenances whatſoever, to the ſaid Meſſuage, Tenement and dewlling-houſe and premiſſes, or to any of them belonging, or in any wiſe appertaining, or accepted, reputed, taken, known, or demiſed, letten, uſed, occupied or enjoyed as part, parcel or member thereof. And all other the Lands, Tenements and Hereditaments whatſoever of them the ſaid W.S. and I. his wife, W.M. F.W. E.A. and every and either of them, ſcituate, lying and being in the Pariſhes of B. W. and H. aforeſaid, or in any or either of them. And alſo all the eſtate, right, title, intreſt, uſe, poſſeſſion, reverſion and reverſions, Remainder and Remainders, Rent and Rents, claim and demand whatſoever of them the ſaid W. S. and I. his wife, W.M. F.W. E.A. and every and either of them, of, in and to the ſaid Meſſuage, Tenement or dwelling-houſe, Cloſes, Lands, and all other the premiſſes, and of, in, and to every part and parcel thereof, with their and every of their Appurtenances: And all Writings, Evidences, Deeds, Charters, Fines, Eſcripts and Minuments whatſoever, concerning the premiſſes, or any part thereof; And true Copies of all ſuch Writings and Evidences as do concern the Premiſſes, or any part thereof with any other Lands, Tenements or Hereditaments which now being in the hands, cuſtody or poſſeſſion of them the

the ſaid W.S. W.M. F.W. E.A. or any, or either of them, or which they, or any of them may lawfully get or come by without ſuit in the Law, the ſame Copies, and every of them to be copied and written out at the coſts of the ſaid I.M. his Heirs or Aſſigns, To have and to hold the ſaid Meſſuage, Tenement or dewlling-houſe, Cloſes, Lands, and all other the Premiſſes, with their Appurtenances, unto the ſaid I. M. his Heirs and Aſſigns, To the only proper uſe and behoof of the ſaid I. M. his Heirs and Aſſigns for ever: And the ſaid W. S. W. M. F. W. and E.A. for them and their Heirs ſeverally and not joyntly, nor one for the other, the ſaid Meſſuage or Tenement, Cloſes, Lands, and all other the Premiſſes, with the Appurtenances, unto the ſaid I. M. his Heirs, againſt them the ſaid W.S. W.M. F.W. E. A. and every of them, their and every of their Heirs and Aſſigns, ſhall and will warrant, and hereby do jointly and ſeverally grant to warrant, and for ever defend by theſe preſents: And further, the ſaid W. S. &c. for themſelves ſeverally, and not joyntly, nor one for the other, and for their and every of their ſeveral reſpective Heirs, Executors and Adminiſtrators, and for every of them, do and doth Covenant, promiſe and grant to and with the ſaid I. M. his Heirs and Aſſigns, and to and with every of them by theſe preſents that they the ſaid W. S. &c. for and notwithſtanding any act or thing by them, or any of them, done or ſuffered to the contrary, now are, or ſome of them is, and at the time of the firſt executing an eſtate of the premiſſes, with the appurtenances, unto the ſaid I.M. ſhall be lawfully and abſolutely ſeized in their, or ſome of their demeaſn, as of Fee-ſimple, to them and their Heirs, or to ſome of them and their Heirs, of and in all and every the Premiſſes, with the Appurtenances; And that for and notwithſtanding any ſuch act or thing by them the ſaid W.S. &c. or by any other of them done or ſuffered to the contrary, as aforeſaid, they the ſaid W. S. &c. now have, or ſome of them now have or hath, and ſhall have good right, full power, and lawful authority to grant, bargain, ſell and convey the ſaid Meſſuage or Premiſſes, with the Appurtenances, unto the ſaid I. M. his Heirs and Aſſigns, according to the intent and meaning of theſe preſents; And that the ſaid Meſſuage, Tenement or dewlling-houſe, Cloſes, Lands, and all other the Premiſſes with the Appurtenances, now are, and ſo ſhall and may for

The Habendum.

Warranty.

Seized in Fee.

Power to alien.

Freed from Incumbrances.

ever hereafter remain, continue, and be unto the ſaid I. M. his Heirs and Aſſigns, free and freely, and clear and clearly Acquitted, Exonerated and Diſcharged of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Leaſes, Joyntures, Dowers, Uſes, Wills, Intails, Annuities, Statutes Merchant, and of the Staple, Recognizances, Bonds, Judgments, Executions, Extents, Condemnations, Rents, Arrearages of Rents, Intruſions, Forfeitures, Iſſues, Amerciaments, and of and from all other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, committed, done or ſuffered by them, the ſaid W. S. *&c.* or by any or either of them, or by their or any or either of there means, aſſent, conſent or procurement; The rents and ſervices from heneeforth to be due and payable, for the Premiſſes, to the cheif Lord and Lords of the Fee or Fees of the Premiſſes, for and in reſpect of their Seigniorities of the ſame, only excepted and foreprized. And that he the ſaid I. M. his Heirs and Aſſigns, and every of them, ſhall and may for ever hereafter, quietly and peaceably have, hold, ocupie, poſſeſs and enjoy the ſaid Meſſuage, Tenement and dwelling houſe, Cloſes, Lands, and all other the Premiſſes with the Appurtenances, without the let, ſuit, trouble, diſturbance, denyal, moleſtation, interruption or eviction of them the ſaid W.S. *&c.* and every and either of them, their and every and either of their Heirs and Aſſigns; And without the let, ſuit, moleſtation, interruption or eviction of all and every other perſon or perſons whatſoever, lawfully claiming, by from or under them, or any or either of them, their or any or either of their Eſtate, Right or Title, And alſo that they the ſaid W.S. *&c.* their Heirs and Aſſigns, and every and either of them ſhall and will from time to time, and at all times hereafter, during the ſpace of ſeven whole years next enſuing the date hereof, at the requeſts and coſts in Law of him the ſaid I. M. his Heirs and Aſſigns, do make, ſuffer, acknowledge and execute, and cauſe and procure to be done, made, ſuffered, acknowledged and executed, all and every ſuch further and other lawful and reaſonable act and acts, thing and things, deviſe and deviſes, aſſurance and aſſurances in the Law whatſoever, for the further, better and more perfect aſſurance, ſurety, ſure-making, and Conveying of the ſaid Meſſuage, Tenement, or dwelling-houſe, Cloſes, Lands, and all other the Premiſſes with the Appurtenances, unto the ſaid I. M. his Heirs and Aſſigns; Be it by Fine, Feoffment, Releaſe, Confirmation with warranty of them the ſaid W. S. *&c.* their and every

Quiet enjoying.

Further aſſurance.

or

or any of their Heirs and Aſſigns, Recovery or Recoveries, with ſingle or double Voucher or Vouchers, Deed or Deeds, enrolled or not enrolled, the enrollment of theſe preſents, or by all or any the ſaid ways or means, or by any other lawful or reaſonable ways or means in the Law whatſoever, without warranty, or with the like warranty as aforeſaid, as by him the ſaid I. M. his Heirs and Aſſigns, or his, or their or any of their Council Learned in the Law, ſhall be reaſonably deviſed, or adviſed and required; All with further or other aſſurance, by fine or otherwiſe ſhall be enure, and hereby are and ſhall be adjudged, deemed and taken to be and enure, To the only proper uſe and behoof of the ſaid I. M. his, *&c.*

An Indenture of Bargain and Sale of a Meſſuage and Lands, in Conſideration of a ſurrender of a Leaſe of other Lands, with good Covenants.

THis Indenture made *&c.* Between R. D. of T. in the County of, *&c.* Whereas the ſaid K. C. now holdeth by Leaſe for certain years yet to come, one Meſſuage or Tenement, with the Appurtenance thereunto belonging, wherein the ſaid K. C. doth now inhabit and dwell, ſcituate and being in F. aforeſaid, and divers Cloſes, Lands, Meadows, Paſtures, Wood-grounds, and Hereditaments thereunto belonging or appertaining, lying and being in F. aforeſaid, the Reverſion end Inheritance in Fee-ſimple of which ſaid Meſſuage, Lands and Premiſſes now being in, and belonging unto them the ſaid R.D. and I.P. and their Heirs; And whereas the ſaid K. C. hath, and hereby doth Surrender up, grant, bargain, and ſell all her right, title, eſtate, intereſt, term for years, claim and demand whatſoever of her the ſaid K. C. of, in and to the ſaid Meſſuage or Tenements, Cloſes, Lands, Wood-grounds, and Premiſſes in the ſaid Leaſe particularly and mentioned and expreſſed, and hath delivered up the ſaid Leaſe to be Cancelled unto them the ſaid R.D. and I.P. in conſideration of which ſaid Surrender and Grant, made by the ſaid K.C. as aforeſaid, the ſaid R.D. hath upon the ſaid enſealing hereof paid unto her the ſaid K. C. the ſum of 35 pound of currant money of *England*, the receipt whereof the ſaid K.C. doth hereby acknowledge, and thereof doth acquit him the ſaid R. D. his Heirs, Executors and Adminiſtrators, and every of them by theſe preſents. And whereas, the ſaid R. D. in further conſideration of the ſaid Surrender of the ſaid Lands and Premiſſes made, as aforeſaid hath agreed to and with the ſaid K. C. that the ſaid R. together with the ſaid I.P. ſhould and would paſs and convey unto her the ſaid K.C. her Heirs and Aſſigns for ever, All that Tenement or Cottage, with appurtenances, ſcituate and being in F. wherein the ſaid K. C. doth now inhabit, and all Houſes, Edifices. Build-

ings, Barns, Stables, Yards, Back-ſides, Orchards, Gardens, Lands, Tenements, Hereditaments and Appertenances whatſoever thereunto belonging, or appertaining, or now uſed therewith. Now this Indenture witneſſeth, That the ſaid R. D. and I. P. in conſideration of the ſaid Surrender of the ſaid Lands and Premiſſes made by the ſaid K. C. as aforeſaid, and in performance of the ſaid agreement made with the ſaid R. D. as aforeſaid, have Bargained, Sold, Aliened, Infeoffed and Confirmed, and by theſe preſents, do joyntly and ſeverally Grant, Bargain, Sell, Alien, Infeoff and Confirm unto the ſaid K. C. her Heirs and Aſſigns, All that the ſaid Cottage or Tenement, with the Appurtenances, wherein the ſaid K. C. doth now inhabit, ſcituate and being in F. aforeſaid; And all Houſes Edifices, Buildings, Barns, Stables, Yards, Back-ſides, Orchards, Gardens, Wayes, Eaſments, Paſſages, Profits, Commons, Commodities, Lands, Tenements, Hereditaments and Appurtenances whatſoever thereunto belonging, or appertaining, and now uſed therewith, and alſo all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever of them the ſaid R. D. and I. P. and either of them, of, in, and to the ſaid Cottage or Tenement, Land and Premiſſes hereby bargained and ſold, or mentioned or intended to be bargained and ſold, and every of them; All which Premiſſes are in the Occuptaion of the ſaid K. C. or her Aſſigns: To have and to hold the ſaid Cottage or Tenement, and all other the Premiſſes with their Appurtenances, hereby bargained and ſold, or mentioned to be bargained and ſold unto the ſaid K. C. her Heirs and Aſſigns, To the only proper uſe and behoof of the ſaid K. C. her Heirs and Aſſigns for ever; And the ſaid R. D. for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them by theſe preſents doth covenant and grant to and with the ſaid K. C. her, &c. That they the ſaid R. D. and I. P. for and notwithſtanding any act or thing by them or either of them done or ſuffered to the contrary, now are ſeized in Fee-ſimple to them and their Heirs of in the ſaid Cottage or Tenement and Premiſſes. And that notwithſtanding any ſuch act or thing by them or either of them done or ſuffered to the contrary as aforeſaid, they now have, and at the time of executing an Eſtate of the Premiſſes by force of theſe preſents, ſhall have good right, and lawfully authority to bargain, ſell, and convey the ſaid Cottage, or Tenement and Premiſſes with the Appurtenances unto the ſaid K. C. her Heirs and Aſſigns, according to the intent of theſe preſents: And that the ſaid Cottage, or Tenement and Premiſſes, and every of them, now are, and ſo ſhall for ever hereafter, remain, continue, and be unto the ſaid K. C. her Heirs and Aſſigns,

freed

freed and discharged from all Charges and Incumbrances whatsoever had, made, committed or done by them the said R. D. and I. P. or either of them, or by their or either of their Act, means, content, or procurement: And that the the said K. C. her Heirs and Assigns, and every of them, shall and may for ever hereafter, quietly and peaceably, have, hold, occupy, possess and enjoy the said Cottage or Tenements, and all other the Premisses with the Appurtenances, without the let, suit, trouble, disturbance, denial, molestation, interruption or eviction of them the said R.D. and I.P. and either of them, their and either of their Heirs and Assigns, and of all and every other person and persons whatsoever, lawfully claiming by, from or under them or either of them, their or either of their Estate, Right, or Title; And also that they the said R. D. and I.P. their Heirs and Assigns, and every of them, shall and will from time to time and at all times during the space of three years next ensuing the date hereof, at the request and costs of the said K.C. her Heirs and Assigns, further do, make, suffer, acknowledge and execute all and every such further and other lawful and reasonably act and thing, for the further, better, and more perfect assuring and conveying of the said Cottage or Tenement and Premisses with the Appurtenances unto her the said K. C. her Heirs and Assigns; Be it by Fine, Feoffment, Release, or otherwise with warranty of them the said R. D. and I. P. and their Heirs, against them their Heirs and Assigns, or without warranty, as by her the said K.C. her Heirs or Assigns, or her, their or any of their Council learned in the Laws shall be reasonably devised, or advised and required; All which further or other assurances, by fine or otherwise shall be and enure, and shall be adjudged, deemed and taken to be and enure, to the only proper use and behoof of her the said K. C. her Heirs or Assigns, subject to the Proviso hereafter expressed, *viz.* Provided always, and upon Condition, that if the said Messuage or Tenement, Lands and Premisses, or any of them herein before mentioned to be demised to them the said R. D. and I. P. their Heirs and Assigns, shall at any time hereafter be evicted from them the said R. D. and I. P. their Heirs or Assigns, or any of them, for or by reason of the said Lease made, as aforesaid, by the said A. or by any other claiming under his Estate, for or by reason of the said Lease or otherwise, that then immediately upon and after such eviction, this Indenture of Bargain and sale, and all and every matter and thing herein contained, shall cease and be utterly void to all intents and purposes; This Indenture, or any thing herein contained to the contrary thereof in any wise notwithstanding. In witness whereof, &c.

A Leaſe of Lands, with exceptions of Woods, well pen'd.

THis Indenture made, &c. Between T. L. of, &c. of the one part, and R. L. of, &c. on the other part, Witneſſeth, that the ſaid T. L. for and in conſideration of the yearly Rent and Covenants hereby reſerved, and for other good cauſes and conſiderations him moving: Hath demiſed, ſet, and farmletten, and by theſe preſents doth demiſe, ſet, and to farm-let unto the ſaid R. L. his Executors and Aſſigns, all thoſe Cloſes and Grounds called or known by the name or names of M. and B. late in the tenure of I. B. his Aſſignee or Aſſignees, lying and being in P. aforeſaid (except all Woods, Under-woods, Timber aod Trees, growing or to be growing on the premiſſes, or any of them, with free liberty of ingreſs, egreſs, and regreſs, to and for the ſaid T. L. his Heirs, Executors and Aſſigns, and every of them at all times to fell, ſell, cut down and carry away all or any of the woods, timber and trees, at his and their free-wills and pleaſures) and alſo except all that Copice or wood-ground, lying and being in P. aforeſaid, now in the occupation of the ſaid T. L. and all Woods and Under-woods, growing or to be growing on the ſaid Copice of Wood-ground, with free liberty and power to and for him the ſaid R. L. his Executors and Aſſigns, from time to time, during the term hereby demiſed to fell, ſell, or otherwiſe diſpoſe of the ſame at his and their free-wills and pleaſures, without Impeachment of waſte (except and always reſerved unto the ſaid T. L. his Heirs, Executors and Aſſigns, all hedges, and all ſuch trees as grow in any the hedges, above the ſaid Copice, or within one foot of any the hedges above the ſame) and all Ways, Eaſments, Paſſages, Profits, Common and Commodities, to the ſaid Cloſes and Premiſſes, or any of them belonging or appertaining (except before excepted) To have and to hold the ſaid Cloſes, Copice and Grove, and all other the Premiſſes, with their and every of their Appurtenances (except before excepted) unto the ſaid R. L. his Executors, Adminiſtrators & Aſſigns, from the Feaſt of St. *Micheal* the Arch-Angel next enſuing the date hereof, for the term of 15 years from thence next enſuing, fully to be compleat and ended. Yielding and paying therefore to the ſaid T. L. his Heirs, Executors and Aſſigns, at the Feaſt of, &c. the Rent and ſum of 13 pound of currant money of *England*, and one couple of good fat Capons. And alſo yielding and paying at the Feaſt of St. &c. the Rent or ſum of 15 pounds and 9 ſhillings of currant money of *England*, and alſo

The Demiſe.

Habendum.

Redendum.

form

from and after the Feaſt of St. &c. Yielding and paying yearly, and every year during the ſaid term, the ſum of 30 pounds and 18 ſhillings of currant money of *England*, at the Feaſts of &c. by even and equal portions, and one couple of good fat Capons yearly, and every year, or five ſhilling in lieu thereof at the Election of the ſaid T. L. his Heirs, Executors and Aſſigns, at the Font-ſtone in the Inner-Temple Church, *London*. And if it ſhall happen the ſaid yearly Rent or ſums of money, or any of them, to be behind and unpaid, next after any or either of the ſaid Feaſts or days of payment, whereon the ſame ought to be paid as aforeſaid, that then at all times it ſhall and may be lawful to and for the ſaid T. L. his Heirs, Executors and Aſſigns, and every of them to enter into, and upon all and every, or any the demiſed Premiſſes, and to diſtrain for the ſame, and the arrearages thereof, if any happen to be, and the diſtreſs and diſtreſſes there had and taken, to lead, drive, take, and carry away, and the ſame with him and them to detain and keep until the ſaid yearly Rents and every of them, and the arrearages thereof, if any happen to be unto the ſaid T. L. his Heirs, Executors and Aſſigns ſhall be contented and paid. Provided always, and upon condition that if the ſaid yearly Rents hereby reſerved, or any of them ſhall be behind and unpaid by the ſpace of thirty days next after any or either of the ſaid Feaſts or days of payment, whereon the ſame ought to be paid as aforeſaid; That then and at all times from thenceforth it ſhall and may be lawful to and for the ſaid T. L. his Heirs, Executors and Aſſigns, and every of them, and upon all and every the demiſed Premiſſes to re-enter, and the ſame to have again, retain, repoſſeſs and enjoy as in his and their firſt and former eſtate and right, this Indenture or any thing therein contained to the contrary thereof in any wiſe notwithſtanding, And the ſaid R. L. for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, doth Covenant and Grant to and with the ſaid T. L. his Heirs, Executors and Aſſigns, and every of them by theſe preſents, that he the ſaid R. L. his Executors and Aſſigns at any time, or in any year during the ſaid term, ſhall not, nor will Croſs-crop the demiſed premiſſes, or any part thereof; And alſo that he the ſaid R. L. ſhall and will yearly, during the ſaid term in Husband-like manner lay on and beſtow upon the Premiſſes, or ſome part thereof, as much Compoſt and Dung as the Stover and Fodder growing on the Premiſſes, will or may

The Diſtreſs.

Proviſo to re-enter for non-payment of Rent.

Not to croſs-crop.

To pay Duties.

make

make, and alſo ſhall and will, during the ſaid term, bear, pay, and diſcharge all manner of payments and duties whatſoever, that ſhall or may any ways grow due or payable, for or by reaſon of the demiſed Premiſſes, or any of them to the Kingdom or otherwiſe, and thereof, and therefrom ſhall and will acquit and diſcharge the ſaid T. L. his Heirs, Executors and Aſſigns; And alſo he the ſaid R. L. his Executors and Aſſigns, from time to time, and at all times during the ſaid term, ſhall and will well and ſufficiently make, amend, keep, cleanſe and ſcour all and every the hedges, ditches, pales, gates, ſtiles, fences, and mounds, upon and about the demiſed Premiſſes, and every of them, and the ſame being well and ſufficiently made, amended, kept, cleanſed and ſcoured in the end, or other ſooner determination of the term hereby demiſed, ſhall and will leave and yield up unto the ſaid T. L. his Executors and Aſſigns; And alſo ſhall not, nor will demiſe, grant, aſſign, or let the premiſſes, or any part or parcel theceof, or depart with his Eſtate therein, to any perſon or perſons whatſoever, without the Licenſe and Conſent of the ſaid T. L. his Heirs, Executors and Aſſigns, under his or their hands in writing, therefore had and obtained; And alſo ſhall and will pay all and every the yearly Rents and ſums of money hereby reſerved, according to the Reſervations aforeſaid: And the ſaid T. L. for him, his Heirs, Executors and Aſſigns, and every of them, doth covenant and grant to and with the ſaid R. L. his Executors and Aſſigns, by theſe preſents; That he the ſaid R. L. by and under the Rents, Covenants, and Agreements herein contained, and on his and their part to be paid, done and performed, ſhall and may during the ſaid term, quietly and peaceably have, hold, occupy and enjoy all and every the demiſed premiſſes (except before excepted) without the let, ſute, trouble, moleſtation, interruption or Eviction of him the ſaid T. L. his Heirs, Executors and Aſſigns, and of all and every other perſon and perſons whatſoever, lawfully claiming by, from or under him the ſaid T. L. his Eſtate or Title. In witneſs whereof, &c.

The Repair.

Not to aſſign without Licenſe.

The leſſee to enjoy performing Covenants.

An

An Assignment of a Lease forfeited upon a Mortgage.

THis Indenture made, &c. Between I. S. of P. and G.E. &c. on the other part, T. L. of, &c. on the other part. Whereas the said I. S. by the Indenture of Lease, bearing date the 24th of *May*, in the twelfth year of the Reign of our said Sovereign Lord that now is, for the Consideration therein expressed, did demise, and grant unto the said G. E. all those parcels of Land, arrable, pasture and wood-ground, lying and being in E. in the County of M. hereafter particularly mentioned; (That is to say,) one parcel of Arable, containing by estimation 4 acres, &c. together with free liberty of ingress, egress, and regress, way and passages into, and from the same several Lands and Premisses, and every of them; And also all other the Lands, Tenements and Hereditaments whatsoever of him the said I.S. in E. aforesaid, and to him the said I.S. and his Heirs, bargained and sold by M. F. widow, by Indenture dated the, &c. and inrolled in his Majesties Court of Chancery, and the Reversion and Reversions; Remainder and Remainders of all and every the demised Premisses, and every of them, and all Pastures, Feedings, Commons, Woods, Underwoods, Wayes, Water-courses, Easments, Commodities, Advantages, and Appurtenances thereunto belonging, or appertaining, and all Writings, Deeds and Evidences concerning the said Premisses, or any of them: To have and to hold the said several peices and parcels of Lands, Arrable, Pasture, and Wood-ground, and all other the Premisses, with their and every of their Appurtenances, unto the said G. E. and his Assigns, from the day of the date of the said recited Indenture of Lease, unto the full end and term of two hundred years from thence next ensuing, and fully to be compleat and ended without Impeachment of any manner of wast, by and under the yearly Rent of one Pepper Corn if it were demanded, with Conditions therein contained, that if the said I. S. his Heirs, Executors, Administrators and Assigns, should pay unto him the said E. G. his Executors or Assigns, the sum of 100 pound of currant money of *England*, on, &c. according to the Condition of a Surrender of certain Copy-hold-lands, dated the day of, &c. that then from thenceforth the said recited Lease to be void, as by the said recited indenture of Lease it doth and may appear. And whereas the said I.S. did not, nor hath paid the said moneys according to the said Proviso and Condition, by reason whereof the said Lands and Premisses

Reciting of the Lease.

That the premisses were forfeited.

misses

miſſes are abſolutely come unto and veſted in him the ſaid G. E. for all the reſt and reſidue of the ſaid term of 200 years by the foreſaid Leaſe, demiſed and granted as aforeſaid: Now this Indenture Witneſſeth, That the ſaid G.E. at the requeſt, and by the appointment of the ſaid I. S. and for and in conſideration of the ſum of 100 pound of currant money of *England*, to him in hand paid by the ſaid T. L. and the ſaid I. S. for and in Conſideration of the ſum of 100 pound of currant money to him by the ſaid T.L. in hand paid by the ſaid T.L. the receipts of which ſeveral ſums of money they the ſaid G.E. and I.S. do hereby ſeverally acknowledge, and thereof do ſeverally acquit and diſcharge the ſaid T.L. his Heirs, Executors, and Adminiſtrators and Aſſigns, and every of them for ever by theſe preſents; *The Aſſignment.* Have demiſed, granted, bargained, ſold, aſſigned and confirmed, and by theſe preſents do joyntly and ſeverally demiſe, grant, bargain, ſell, aſſign and confirm unto the ſaid T. L. his Executors and Aſſigns, all thoſe the foreſaid ſeveral parcels of Land, Paſture, and Wood-ground lately ſtocked up, and Premiſſes with their Appurtenances in the ſaid recited Indenture of Leaſe mentioned and expreſſed, in all their, and either of their eſtate, right, title, intreſt, term for years, claim and demand whatſoever of them the ſaid G. E. and I.S. therein and thereunto, together with the ſaid recited Indenture of Leaſe: To have and to hold all *The Habendum.* and every the ſaid ſeveral pieces and parcels of Lands, Paſture, and Wood-ground, with their Appurtenances unto the ſaid T. L. his Executors, Adminiſtrators and Aſſigns, for and during all the reſt and reſidue of the ſaid term, and now to come and unexpired, in as full and ample manner, to all intent and purpoſes, as they the ſaid G. E. and I.S. or either of them, may or might hold and enjoy the ſame, by vertue of the ſaid recited Indenture of Leaſe, or otherwiſe however; And *A Covenant to enjoy the remainder of the term.* the ſaid G. E. for himſelf, his, *&c.* doth Covenant and grant, *&c.* that he the ſaid T. L. his Executors and Aſſigns, ſhall and may at all times durig the ſaid term or reſidue of the ſaid term and number of years now to come and unexpired, quietly and peaceably, have, hold, occupy and ejnoy all and every the ſaid parcels of Land, Paſture and Wood-ground, with their Appurtenances, without the let, ſuit, trouble, Expulſion or Eviction of him the ſaid G.E. his Executors and Aſſigns, and of all and every other perſon and perſons whatſoever, lawfully claiming by, from or under him the ſaid G. E. his eſtate or title, and abſolutely freed and diſcharged from all charges and incumbrances

brances whatsoever, done or suffered by him the said G. E. or by his means, act or procurement. And the said I. S. for himself, his, &c. *ut supra*. That in case the said Lands, Wood-grounds and Premisses hereby mentioned to be assigned, together with other parcels of Copy-hold-lands of the said I. S. lying in E. aforesaid, and by him the said I. S. sold to him the said T. L. and his Heirs, shall fall out and appear to be under the quantity of 24 Acres, at which quantity the same is now sold, and estimated unto him the said T. L. That then he the said I. S. his Executors and Assigns, shall pay and allow unto him the said T. L. so much moneys, and after the rate of 12 pound for every Acre, and after that rate for a greater or lesser quantity, then one Acre that shall want of the said quantity and number of 24 Acres. And also that he the said T. L. his, &c. shall and may quietly and peaceably have, hold, possess and enjoy all and every the said Lands and Premisses, with the Appurtenances, without the let, set, trouble, disturbance, molestation, interruption or eviction of him the said I. S. his Heirs, Executors and Assigns, and of all and every other person and persons whatsoever, lawfully claiming by, from or under him the said I. S. his estate or title, and absolutely freed and discharged from all fines, issues, amerciaments, forfeitures, and all and all manner of charges and Incumbrances whatsoever made, done or suffered by him the said I. S. or by his act, means, neglect or procurement, the aforesaid recited Indenture of Lease made to the said G. E. only excepted, &c.

A Covenant if the number of Acres be wanting, so much money to be re-paid.

To enjoy against the Mortgage.

A Lease upon three lives of a Messuage and Lands unto those that sold the same, it being so agreed upon sale thereof. Well pen'd.

THis Indenture made, &c. Between I. B. of, &c. on the one part, and I. L. of, &c. and E. his wife, and I. L. his Son, on the one part. Whereas the said I. L. and E. his wife, by their Indenture of bargain and sale, dated the second day of *October* last past, for the Consideration therein expressed, and by other assurance in Law, have sold and conveyed unto the said I. B. his Heirs and Assigns for ever, all that Messuage or Tenement, with the Appurtenances, wherein the said I. L. then did and now doth inhabit, scituate and being in I. L. aforesaid, and all those the Lands hereafter particularly mentioned and expressed

Recital of the Lessees sale with agreement that the Lessor should make a Lease.

expreſſed, as by the ſaid recited Indenture of bargain and ſale amongſt other things therein contained, it doth and may appear: And whereas it was agreed between the ſaid I. B. and the ſaid I. L. at the time of executing the ſaid Conveyance, as in part of the bargain for the ſaid Meſſuages and Lands, that the ſaid I. B. ſhall have a Leaſe of the ſaid Meſſuage and Lands unto the ſaid I. L. E. his wife, and the ſaid I. his ſon, for their lives ſucceſſively, at the yearly rent of 4 pounds *per annum*. Now this Indenture witneſſeth, that the ſaid I. B. being about the age of 28. years, as well in performance of the ſaid agreement on his part made aforeſaid, and of the yearly rent hereby reſerved, and for other good cauſes and conſiderations him moving, Hath demiſed, ſet, and to farm-letten, and by theſe preſents doth demiſe, ſet, and to farm-let, unto the ſaid I. L. E. his wife, and the ſaid I. all that the aforeſaid Meſſuage or Tenement, with the Appurtenances, wherein the ſaid I. L. doth now inhabit and dwell, ſcituate and being in L. M. aforeſaid, and all thoſe the Lands hereafter particularly mentioned, (*viz*.) one half acre of Land, *&c. mentioning the particulars, &c.* Together with all Houſes, Edifices, Buildings, Barns, Stables, Yards, Back-ſides, Orchards, Gardens, Commmons, Commodities, Wayes, Eaſments, Emoluments, Hereditaments, and Appurtenances whatſoever, to the ſaid Meſſuage or Tenements, and Premiſſes, or any of them belonging, or in any wiſe appertaining, and now uſed therewith (except all Woods, Timber and Trees, growing or to be growing on the Premiſſes, or any of them, And alſo except all thoſe four Cottages or Tenements, heretofore built on part of the Orchard, belonging to the ſaid Meſſuage or Tenement hereby demiſed, now being in the ſeveral tenures or occupations of R. E. T. F. W. R. and L. D. their Aſſignee or Aſſingees) To have and to hold the ſaid Meſſuage or Tenement, and all other the Premiſſes with their Appurtenances, (except before excepted) unto the ſaid I. L. E. his wife, and I. L. for and during the term of their natural lives, and life of the longer liver of them, ſucceſſively one after another as they are herein named: Yielding and paying therefore yearly, and every year during the ſaid term hereby demiſed unto the ſaid I. B. his Heirs and Aſſigns, the yearly rent or ſum of 4. pounds of currant money of *England*, at two Feaſts or Terms in the year moſt uſual, *viz*. the Feaſts of, *&c.* to be paid at, *&c.* the firſt payment thereof at the Feaſt of the Annontiation of, *&c.* next enſuing; And if it happen

The Conſideration.

The Demiſe.

The Habendum.

The Redendum.

happen the said yearly Rent, or any part thereof to be behind and unpaid by the space of eight days, next after any or either of the said Feasts or dayes of payment, whereon the same ought to be paid as aforesaid; That then it shall and may be lawful to and for the said I. B. his Heirs and Assigns, and every of them to enter into and upon the said Messuage and Premisses, and every or any of them, and to distrain for the same, and the distress and distresses there had and taken, to lead, drive, take and carry away, and the same with him and them to detain and keep until the said yearly Rent and the Arrearages thereof, if any happen to be unto the said I. B. his Heirs and Assigns, shall be contented and paid: And the said I. L. E. his wife, and the said I. L. for themselves jointly, and severally, and for every and either of them, their, every and either of them several and respective Executors, Administrators and Assigns, and every of them, do and doth covenant and grant to, &c. That they the said I. L. E. his wife, and I. L. there several Executors, Administrators and Assigns, and every of them at their own proper costs and charges, in and by all things, shall and will well and sufficiently repair, maintian, uphold, keep, cleanse, and scour, all and every the Houses, Buildings and Edifices, hereby demised, and now built upon the Premisses, and belonging to the same, and which at any time hereafter, during the term hereby demised, shall be erected and built upon the demised Premisses, or any part thereof, and the hedges, ditches, fences, pales and mounds, upon and about the demised Premisses, and every of them well and sufficiently, shall make, keep, cleanse and scour, and the said Messuage or Tenement, Houses and Buildings which are, or at any time hereafter during the term hereby demised, shall be erected or built in or upon the same, or any part thereof, being so well and sufficiently repaired, maintained, upholden, kept, cleansed and scoured in the end, or other determination of the said term hereby demised, shall and will leave and yield up unto the said I. B. his Heirs and Assigns, And also that they the said I. L. E. his wife, and the said I. L. and every of them, and their and every of their Assigns, shall and will permit and suffer him the said I. B. his Heirs and Assigns, together with three or four or fewer Workmen, or other persons at their or any of their wills and pleasures, being at convenient times, twice every year quietly to enter into or upon the said Messuage or Tenement, and all other the demised Premisses, to

The Distress.

Covenant to repair.

To view the defaults of reparations.

view and ſearch whether the ſame be well and ſufficiently repaired or not; And of all and every the defaults and defaults for want of Reparations then and there found, to give or leave notice in Writing at the ſaid Meſſuage or Tenement unto or for the ſaid I. L. and E. his wife, and the ſaid I. L. to repair and amend the ſame from time to time during the term hereby demiſed, always within the ſpace of ſix months next after every ſuch notice in Writing ſo given or left as aforeſaid; And alſo that neither they the ſaid I. L. E. his Wife, nor the ſaid I. L. nor any, nor either of them, ſhall not at any time or times hereafter grant, bargain, ſell, aſſign or ſet over, demiſe, let, or depart with the ſaid Meſſuage and Premiſſes, or any part or parcel thereof, or his, her, or their, or any of their right, title, intereſt, or eſtate in or to the Premiſſes or any of them, without the ſpecial licenſe and conſent of the ſaid I. B. his Heirs and Aſſigns, under his or their hand in Writing therefore firſt had and obtained. Provided always, and it is Conditioned by and between the parties to theſe preſents, That if it ſhall happen the ſaid yearly Rent, or any part thereof to be behind and unpaid by the ſpace of twenty eight days next after any or either of the Feaſts or days of payment before mentioned or ſet down for payment thereof, contrary to the form aforeſaid, the ſame being lawfully demanded, or if all and every the ſaid default and defaults for want of Reparations, of or in the Premiſſes, or any of them, at the time of ſuch view or ſearch as is aforeſaid, ſhall be found, and whereof notice in Writing ſhall be given or left to repair and amend the ſame, in manner and form aforeſaid, ſhall not from time to time be well and ſufficiently repaired and amended always within the ſpace of ſix months after every ſuch notice given or left in Writing as aforeſaid, That then and at all times after in every the Caſes as aforeſaid, it ſhall any may be lawful to and for the ſaid I. B. his Heirs and Aſſigns, and every of them into and upon the ſaid Meſſuage or Tenement, Lands and Premiſſes, and every of them to re-enter, and the ſame to have again, retain, repoſſeſs and enjoy, as in his and their firſt and former eſtate; This Indenture, or any thing herein contained to the contrary thereof in any wiſe notwithſtanding: And the ſaid I. B. for him, his Heirs and Aſſigns, and for every of them, doth Covenant, &c. by theſe preſents, that they the ſaid I. L. E. his Wife, and the ſaid I. L.

The repair upon notice.

Not to demiſe without Licenſe.

Proviſo upon non-payment or non-reparation to re-enter.

The Leſſee to enjoy performing Covenants.

by

by and under the yearly Rent, Covenants and Conditions in and by theſe preſents reſerved, and on their parts ſeverally to be paid, done and performed according to the intent of theſe preſents, ſhall or may peaceably and quietly have, hold, poſſeſs and enjoy the ſaid Meſſuage or Tenement, Lands, and all other the Premiſſes, with their Appurtenances, without the let, ſuit, trouble, diſturbance, denial, moleſtation, interruption or eviction of him the ſaid I. B. his Heirs and Aſſigns, and of all and every other perſon and perſons whatſoever, lawfully claiming by, from or under him the ſaid I. B. his Heirs or Aſſigns, or his, their, or any of their eſtate, right or title. In witneſs whereof, *&c.*

An Indenture reciting a Bargain and Sale of the Moiety of a Manor, &c. in truſt for the uſe of another, the ſame is hereby reconveyed to the perſon truſting.

THis Indenture made, *&c.* Between Sir W. B. of, *&c.* on the one part, Brother and Heir to H. B. Eſq; deceaſed, and W. E. of H. *&c.* on the other part; Whereas Sir I. W. of, *&c.* and I. F. of, *&c.* by their Indenture bearing date the ſecond day of, *&c.* in the twelfth year of, *&c.* did alien, bargain, and ſell unto the ſaid H. B. and E. P. of, *&c.* all that Meſſuage or Tenement with the Appurtenances, ſcituate and being in L. aforeſaid, in the County of, *&c.* all thoſe, *&c.* And alſo Common of paſture, and feeding for ſuch and ſo many horſes, beaſts, ſheep, and other Cattle to be had and taken in and upon the Common Fields, Meadows, Paſtures, and Commonable places in L. aforeſaid, at ſuch times and ſeaſons of the year, and in ſuch manner and form, as the Tenants and ocupiers of the ſaid Premiſſes have before this time uſed to have and take the ſame, and alſo all and ſingular houſes, edifices, *&c.* and alſo the Reverſion and Reverſions of all and ſingular the ſaid Premiſſes, and the yearly Rent thereupon reſerved; To have and to hold the one Moiety and half-part of all the ſaid Meſſuage or Tenement, and of the ſaid four yard-lands of Arrable Land, Meadow and paſture, and of all and ſingular other the ſaid Premiſſes whatſoever, with the Appurtnances in and by the ſaid recited Indenture bargained and ſold, and of every part and parcel thereof to the ſaid H. B. his Heirs and Aſſigns, to the only uſe and behoof of him the ſaid H. B. his Heirs and Aſſigns for ever; Which ſaid Grant, Bargain and Sale, for and concerning the ſaid Moiety, of all and ſingular the Premiſſes before mentioned to be by the ſaid recited Indenture, granted, bargained and ſold unto the ſaid H. B. as aforeſaid, was had and made to

and in the name of the ſaid H. B. by the nomination and appointment of the ſaid W.E. and in truſt to the uſe of the ſaid W.E. his Heirs and Aſſigns. Now this Indenture further witneſſeth, that the ſaid Sir W. B. according to the ſaid truſt, and at the requeſt and deſire of the ſaid W.E. and for divers other good cauſes and conſiderations, him thereunto moving, Hath alienes, bargained, ſold, enfeoffed and confirmed, and by theſe preſents doth alien, bargain, ſell, enfeoff and confirm unto the ſaid W. E. his Heirs and Aſſigns, All that the ſaid Moiety and half part of all the ſaid Meſſuages, and of the ſaid four yard-lands of arrable Land, Meadow and Paſture with the Appurtenances, and every part and parcel thereof, and all other the Premiſſes whatſoever, in and by the ſaid recited Indenture, bargained and ſold unto the ſaid H. B. or to his uſe as aforeſaid, and alſo the Reverſion and Reverſions of all and ſingular the Moiety and half part of all and ſingular the ſaid Paemiſſes, and every part thereof, and the yearly Rents thereupon reſerved due and payable; To have and hold the ſaid Moiety and half part of all the ſaid Meſſuage or Tenement, and of the ſaid four yard-lands, of arrable Land, Meadow, and Paſture, with their Appurtenances, and the Reverſion and Reverſions, before ſpecified in and by the ſaid recited Indenture, bargained and ſold to or for the uſe of the ſaid H. B. as aforeſaid, unto the ſaid W. E. his Heirs and Aſſigns to the only uſe and behalf of the ſaid W.E. his Heirs and Aſſigns for ever; And the ſaid Sir H. B. for himſelf, his Heirs, Executors and Adminſtrators, and for every of them doth Covenant and grant to and with the ſaid W.E. his, &c. That he the ſaid Sir H. B. for and notwithſtanding any act or thing whatſoever by him done or ſuffered to the contrary, now is, and at the time of the enſealing hereof, and of the firſt executing an eſtate by force of theſe preſents, ſhall be lawfully ſeized in his Demeaſn, as of Fee-ſimple to him and his Heirs, of and in the Moiety, and one half of the ſaid Meſſuage or Tenemant and Premiſſes whatſoever, with the Appurtenances in and by the ſaid recited Indenture, bargained and ſold unto the ſaid H. B. to his uſe as aforeſaid, and that he the ſaid Sir H. B. for and notwithſtanding any act or thing by him done or ſuffered to the contrary as aforeſaid, now hath, and then ſhall have good right, full power, and lawful authority to bargain, ſell and convey the ſaid Moiety of the ſaid Meſſuage or Tenement and Premiſſes, with the Apprutenances in the ſaid recited Indenture, bargained and ſold unto him the ſaid H. B. as aforeſaid, unto the ſaid W. E. his Heirs and Aſſigns, according to the intent of theſe preſents: And that he the ſaid W. E. his Heirs and Aſſigns, ſhall or may for ever hereafter peaceably and

and quietly have, hold, occupy, poſſeſs and enjoy the ſaid Moiety of the ſaid Meſſuage, or Tenement and Premiſſes with the Appurtenances, in the ſaid recited Indenture mentioned to be conveyed to the ſaid H. B. or to his uſe as aforeſaid, without the let, ſuit, trouble, moleſtation, interruption and eviction of him the ſaid H. A. his Heirs and Aſſigns, or of any other perſon or perſons whatſoever, lawfully claiming by, from or under him, his eſtate or title; *L. Cum Coven. pro ulter. Aſſur. & Litterdel.* Attorney, *&c.* In witneſs whereof, *&c.*

A Covenant to deliver Evidences by ſuch a time.

AND the ſaid G. A. for him, *&c.* that he the ſaid G. A. his Heirs, Executors or Adminiſtrators, or ſome of them ſhall and will before the firſt day of *March*, next enſuing the date hereof, deliver, or cauſe to be delivered unto the ſaid A. Lady D. and Sir I. D. or to one of them, all ſuch Deeds, Charters, Evidences, Court-Rolls, Exemplifications of Records, Tranſcripts of Fines, Terriers, Eſcripts, Writings and Minuments, concerning only the Premiſſes, or only any part or parcel thereof, as now be in the poſſeſſion, cuſtody or keeping of the ſaid G. A. or of any other perſon or perſons by his delivery, or to his uſe, or which he may obtain, get, or come by without ſuit in Law, whole, uncancelled, ſafe, and undefaced, or in as good plight as the ſame now are and be, and alſo true Copies of all ſuch other Deeds, Charters, Evidences and Writings, as the ſaid G. A. hath, touching and concerning the ſaid Lands and Premiſſes, or any part thereof, joyntly, or together with any other Lands, *&c.* of the ſaid G. A. the ſaid A. Lady D. and Sir I. D. and their Heirs, or ſome or one of them, paying or bearing the charge of making and writing the ſame Copies, *&c.*

A Declaration of a Fine and Recovery to variety of uſes. Well pen'd.

THis Indenture made, *&c.* Between the Right Honourable T. Lord W. of the one part, and Right Houourable W. Lord P. Sir M. F. of, *&c.* on the other part;

Recital of the Recovery.

Whereas the ſaid M. B. and W. D. in the term of E. in the eleventh year of the Reign of our Soveraign Lord King *James*, of *England*, *&c.* by Writ of Entry, *Sur Diſſeiſin in le poſt*, did recover againſt the ſaid T. Lord W. all thoſe the Mannors of M. *alias* M. A. L. A. R. and N. with the Appurtenances, and of 30 Meſſuages 30 Tofts, 6 Water-mills, 6 Dove-houſes, 30 Gradens, 1000 acres of Land, 200 acres of Meadow, 300 acres of Paſture, 2000 acres

of wood, 300 of Furze and Heath, 10 pounds Rents, free warrant and view of Franck-pledge, with the Appurtenances in M. *alias* M. A. N. and S. and alſo the Advowſon of the ſaid Churches of M. *alias* M. and A. as in and by the ſaid Recovery remaining of Record in his Majeſties ſaid Court of Common-Pleas at *Weſtminſter*, to which, Relation being had, more at large appeareth. And whereas in the term of the Holy Trinity laſt paſt before the date hereof (that is to ſay) *a Die ſce. Trinitatis in trees ſeptimanas*, in the ſaid term in the Court of our Soveraign Lord the Kings Majeſty before his Juſtices a *Weſtminſter*, a Fine, *Sur Cognizance de droit come ceo, &c.* with Proclamations according to the form of the Statute, in ſuch caſe made and Provided, was levyed between the ſaid W. R. and W. D. Plaintiffs, and the ſaid T. Lord W. Deforceant of the Manner of T. *alias* T. and B. *alias* B. with the Appurtenances in the County of W. and W. and of all that Grange, or Capital Meſſuage, called H. houſe, and of all the Meſſuages, Lands, Tenements, Rents, Reverſions, Services and Hereditaments whatſoever, to the ſaid Mannors and Grange, or any of them belonging or appertaining; or reputed to belong or appertain, or as part or parcel, or member of them to any of them, or accepted, reputed, taken, demiſed, uſed, occupied or enjoyed as part thereof in the ſaid Counties of W. and W. and of all other the Meſſuages, Lands, Tenements, Rectories, Tithes and Hereditaments, with the Appurtenances, of the ſaid T. Lord W. in the ſaid Counties of W. and W. by the names of the Mannors of T. *alias* T. and B. *alias* B. with the Appurtenances, and 40 Meſſuages, 20 Tofts, 4 Water-mills, 4 Dove-houſes, 40 Gardens, 1000 acres of Land, 600 acres of Meadow, 1000 acres of Paſture, 400 acres of Wood, 400 acres of Furze and Heath, 20 acres of Maſh, and 20 ſhillings Rents, with the Appurtenances in T. *alias* T. Alne-Church, B. *alias* B. F. and Beoleyl, and alſo of the Rectories of T. *alias* T. and B. *alias* B. with the Appurtenances, and all and all manner of tithe of Corn and Hay, growing, coming or renewing in T. *alias* T. and B. *alias* B. and of the advowſon of the Vicaridge of the Church of T. *alias* T. in the County of W. and of the Mannors of T. *alias* T. and B. *alias* B. with the Appurtenances, and 4 Meſſuages, and one Dove houſe, 4 Gardens, 300 acres of Land, 600 acres of Meadow, 300 acres of Paſture, 200 acres of Wood, and 30 acres of Maſh, with the Appurtenances in T. *alias* T. Aln-Church, and B. *alias* B. and alſo of the Rectory of T. *alias* T. and B. *alias* B. with the Appurtenances, and of all and all manner of tythes of common hay, growing, coming, and renewing in T. *alias* T. and B. *alias* B.

Of the Time.

and

and of the Advowſon of the Vicaridge of the Church of T. *alias* T. in the County of W. as by the ſaid Fine remaining of Record, in his Majeſties ſaid Court of Common Pleas at *W.* to which Relation being had, more fully and at large appeareth: Now this Indenture witneſſes,

That the true intent and meaning of the ſaid T. Lord W. and of the ſaid Recoveries, and parties to the ſaid Recovery, and alſo of the ſaid Cognizees of the ſaid Fine, and parties to the ſame Fine, and of all and every of the parties to theſe preſents, before and the at ſeveral reſpective time and times of the ſuffering of the ſaid Recovery and Acknowledgment, and levying of the ſaid Fine, for touching or concerning the ſaid Mannors, Lordſhips, Lands, Tenements, Hereditaments and Premiſſes, whereof the ſaid Recovery and Fine were ſeverally and reſpectively ſuffered, levyed and had as aforeſaid, always was, and yet is, that as well the ſaid Recovery, as the ſaid Fine, and all and every Fine and Fines, Recovery and Recoveries, and other Acts and Aſſurances of the ſaid Mannors, Meſſuages, Lands, Tenements, Rents, Rectories, Tythes, Advowſons, Hereditaments and Premiſſes, or of any of them, with the Appurtenances at any time heretofore ſuffered, levyed, executed or had, wherein or wherunto the ſaid T. Lord W. was or is any ways, a party, and all and every the executions of the ſame, and every of them, ſhould and ſhall be and enure, and be conſtrued, adjudged, deemed, and taken to be and enure; And were and hereby are Covenanted, granted, concluded, agreed and declared to be and enure, to the uſes, purpoſes and intents, and under the Proviſions, Conditions and Limitations, hereafter in theſe preſents expreſſed, limited, and declared, and that the ſaid Recoverers, and either of them, and all the parties to the ſame Recovery, and the parties-takers thereby, and their Heirs, and all other perſon and perſons. and his and their Heirs, who then were, and now are, or hereafter ſhall be ſeized of the ſaid Mannors, Lands, Tenements, Hereditaments, and Premiſſes, with their Appurtenances comprized in the ſaid Recovery, ſhould, and ſhall ſtand and be ſeized of the ſame Mannors, Lands, Tenements, Hereditaments and Premiſſes comprized in the ſaid Recovery, and every parcel thereof, with the Appurtenances, to the ſame uſes, purpoſes, and intents hereafter expreſſed; And that the ſaid Cognizees of the ſaid Fine, and either of them, and all the parties to the ſame Fine, and the takers thereby, and the Heirs of them, and every

The intent of the parties,

of them, and all and every other perſon and perſons, and his and their Heirs, who at the time of the levying of the ſaid Fine then were, and now are, or hereafter ſhall be ſeized of the foreſaid Mannors, Lands, Tenements and Hereditaments and Premiſſes, with the Appurtenances, Comprized in the ſaid Fine, and every of them, ſhould, and ſhall ſtand and be ſeized of the ſame Mannors, Lands, Tenements, Hereditaments, and Premiſſes, Comprized in the ſaid Fine, and every parcel thereof, with the Appurtenances to the uſes, purpoſes and intents hereafter in theſe preſents expreſſed and declared, (that is to ſay,) for, touching and concerning all that the foreſaid Capital Meſſuage or Houſe, called H. houſe, ſcituate and being within the ſaid Mannor of T. in the ſaid Counties of W. and W. with the Orchards, Gardens, Barns, Stables, Hop-yards thereunto belonging: And alſo as for touching and concerning the ſaid ſeveral Lands, Tenements and Hereditaments next hereafter mentioned, and in the ſaid ſeveral Recoveries comprized (that is to ſay) two Meadows called H. Meadows, containing by eſtimation 60 acres more or leſs, one Paſture called C. containing by eſtimantion 40 acres, one wood called B. containing 16 acres, &c. parcel of the ſaid Mannors, Lands, Tenements, Hereditaments and Premiſſes in the ſaid Counties of W. and W. To

The Uſes, the only uſe and behoof of the ſaſd T. Lord W. and his Aſſigns, for and during the term of his natural life without Impeachment of or for any waſte, and with full power to commit waſte, and from and after the deceaſe of the ſaid T. Lord W. then to the uſe and behoof of the Lady K. now wife of the T. Lord W. for and during the term of her natural life, for her Joynture, and in lieu, and full recompence of her Dower, out of all the Mannors, Lands, Tenements and Hereditaments, whereof the ſaid T. Lord W. now is, or hereafter ſhall be ſeized; And for and touching all the reſidue of all the ſaid Mannors, Lands, Tenements, Hereditaments and Premiſſes, with their Appurtenances in the ſaid Counties of W. and W. And for touching and concerning all the ſaid Mannors, Lands, Tenements, Hereditaments and Premiſſes in the ſaid County of G. to the only uſe and behoof of the ſaid T. Lord W. and his Aſſigns, for and during the term of his natural life, without Impeachment of or for any manner of waſte; and for touching and concerning the immediate Remainder of the ſaid Capital Meſſuage called H. houſe, and of all the ſaid Lands, Tenements and Premiſſes before particularly mentioned, or meant to be limited to the uſe of the ſaid Lady K. for her Joynture as aforeſaid, immediately from and after the deceaſe of the ſaid T. Lord W.,

and

and of the ſaid Lady K. and of the longer liver of them, and the immediate Remainder of all the reſidue of the ſaid Mannors, Lands, Tenements, Hereditaments and Premiſſes in the ſaid Counties of W. and W. (whereof there is no uſe, before limited or declared to the ſaid Lady K. for her Joynture:) And for touching and concerning the immediate Remainder of all the ſaid Mannors, Lands, Tenements, Hereditaments and Premiſſes in the ſaid County of G: immediately from and after the deceaſe of the ſaid T. Lord W. to ſuch uſes, purpoſes and intents, and under ſuch Proviſions, Conditions and Limitations, as hereafter in theſe preſents are ſpecified, expreſſed, limited and declared, and to none other uſe intent or purpoſe whatſoever, that is to ſay, To the uſe and behoof of the ſaid Right Honourable W. Lord P. N. F. *&c.* their Executors, Adminiſtrators and Aſſigns, for and during the term and ſpace of, *&c.* years to commence and begin, as hereafter followeth, that is to ſay, for touching and concerning the ſaid Meſſuages, Lands, Hereditaments and Premiſſes before limited to the uſe of the ſaid Lady K. for her Joynture, (parcel of the ſaid Mannor, Lands, Tenements and Hereditaments, comprized in the ſaid Fine.) to begin immediatly from and after the deceaſe of the longer liver of them the ſaid T. Lord W. and of the ſaid Lady K. and for touching and concerning all the reſt and reſidue of the ſaid Mannors, Lands, Tenements, Hereditaments and Premiſſes, as well in the ſaid Counties of W. and W. as in the ſaid County of G. for and during the term and ſpace of years, to commence immediately from and after the deceaſe of the ſaid T. Lord W. for and to the intent and purpoſe that the ſaid W. Lord P. N. E. *&c.* their Executors, Adminiſtrators and Aſſigns, ſhall and may receive, perceive, diſpoſe and imploy the Rents, Revenews, iſſues and profits of all the ſaid Mannors, Lands, Tenements, Hereditaments and Premiſſes, reſpectively for and during the ſaid term or terms of years, for and towards the payment and ſatisfaction of all ſuch debts and ſums of money which the ſaid T. Lord W. doth now owe, or hereafter ſhall borrow or owe, or for which any perſon or perſons doth, or hereafter ſhall ſtand engaged for or with the ſaid T. Lord W. and for his proper debt, and for the payment of ſuch Annuities, Rent or Rents, and ſecuring ſuch Leaſes as the ſaid T. Lord W. hath granted, or hereafter ſhall grant or mention, or limit to be iſſuing or going out of the ſaid Mannors, Lands, Tenements, Hereditaments and Premiſſes, or out of any of them, or out of any parcel of them, to any of them to any perſon or perſons

For payment of debts and other charges.

perſons which is, or are, or have been, or hereafter ſhall be the ſervant or ſervants of the ſaid T. Lord W. for or in regard, or in reſpect of his or their ſervice or ſervices, done or to be done to the ſaid T. Lord W. or to any perſon or perſons, for any money heretofore received, borrowed or taken up by, or hereafter to be received, borrowed or taken up by the ſaid T. Lord W. or to his or their Executors, Adminiſtrators and Aſſigns, and alſo for and towards the payments of ſuch Legacy or Legacies, and ſums of money which the ſaid T. Lord W. ſhall by the laſt Will and Teſtament in Writing, to be ſigned, ſealed and publiſhed between three or more ſufficient Witneſſes, give, limit, ordain or appoint. And from and after the end, expiration, ſurrender or other determination of the ſaid term, or terms of years, as they ſhall ſeverally end and determine, then to the uſe and behoof of ſuch perſon and perſons, and for ſuch eſtate and eſtates, and for ſuch part and parcel as the ſaid T. Lord W. ſhall by his laſt Will in writing, in preſence of two credible witneſſes or more, appoint, limit or declare. Provided alwaies, and the true intent and meaning of the ſaid T. Lord W. and of all the parties to the ſaid Recovery and Fine, and of the parties to theſe preſents, and every of them, before and at the ſeveral and reſpective times of the ſuffering of the ſaid Recovery, and the acknowledging and levying of the ſaid Fine, was, and yet is, and is hereby ſo expreſſed, publiſhed and declared, that notwithſtanding any thing herein before contained, it ſhall and may be lawful to and for the ſaid T. Lord W. from time to time, and at all times for and during his natural life at his will and pleaſure, either by act or acts in writing, under his hand and ſeal, to be ſealed and ſigned before two or more Witneſſes of Credit, and executed in his life time, or by his laſt Will and Teſtament in Writing by him to be ſealed, ſubſcribed and publiſhed before two or more ſuch Witneſſes, to give, grant, or make any Leaſe or Leaſes for life, lives or years of all or any of the ſaid Mannors, Lands, Tenements, Hereditaments and Premiſſes, or any of them, other than during the life of the ſaid Lady K. of the ſaid cheif Manſion-houſe called H. houſe, and ſo much of the Demeaſns, Lands, Tenements, and Premiſſes next adjoyning to the ſaid Cheif Manſion-houſe, as ſhall amount to the clear yearly value of one hundred and fifty pounds over and above all charges and Reprizes: Upon which Leaſe or Leaſes, the accuſtomed or greateſt yearly rent or value heretofore paid

Power to make Leaſes.

Or to charge the premiſſes to ſecure moneys to be hereafter borrowed.

paid for the ſaid premiſſes, or more ſhall be reſerved, or to charge the ſame Premiſſes, or any parcel thereof, (except before excepted, and for the time aforeſaid) with any Rent or Rents, Annuity or Annuities, Recognizances or Recognizances in the nature of the Statute Staple or Merchant, or by or with any other Recognizance or Recognizances, Judgment or Judgments of what nature ſoever for the aſſurance of payment of any ſum or ſums of money which he the ſaid T. Lord W. either hath taken up, or borrowed, or ſhall hereafter receive, take, borrow or contract for, of or with any perſon or perſons, for or to his uſe or otherwiſe, or for the ſecuring of any perſon or perſons who now is, or are, or ſtand, or that at any time hereafter ſhall ſtand or become bound for him the ſaid T. Lord W. or otherwiſe at his free-will and pleaſure, and that the ſaid Recovery, Fine and Fines, and other Acts and Aſſurances, ſhall be and enure, and the ſaid Recoverors and parties to the foreſaid Recovery, and the Cognizees and parties to the ſaid Fine, and the parties-takers thereby and their Heirs, and all and every other perſon or perſons, who now are or ſtand, or hereafter ſhall be, or ſtand ſeized of the ſaid Mannors, Lands, Tenements, Hereditaments and Premiſſes, by force or under the ſaid Recovery and Fine, or either of them, and his and her Heirs, ſhall ſtand and be ſeized of all, or ſo much of the ſaid Mannors, Lands, Tenements, Hereditaments and Premiſſes, and every parcel thereof with the Appurtenances, which is or ſhall be ſo given, granted, leaſed, charged or diſpoſed of, from and after ſuch gift, grant, leaſe, charge, diſpoſition, or other Act or Acts to ſuch uſes, intents and purpoſes, and to the uſe of ſuch perſon and perſons to whom ſuch gift, grant, leaſe, charge, diſpoſition, or other Act or Acts hath been, or ſhall be made as aforeſaid, and to the uſe, intent and purpoſe, that the party and parties to whom any Rent or Rents, Annuity and Annuities, Recognizance or Recognizances, Statutes, Judgments, or other charges already granted or hereafter to be granted, made or charged, of, upon, or out of the ſaid Mannors, Lands, Tenements, Hereditaments and Premiſſes, or any parcel thereof by the ſaid T. Lord W. ſhall and may duly have, levy, perceive, take and enjoy the fruit, benefit and effect of the ſame Leaſe and Leaſes, Rent and Rents, and other charge and charges, according to the purport, intent and true meaning of the ſaid Grant and Grants, Leaſe and Leaſes, Recognizance and Recognizances, Judgment and Judgments, Charge and Charges, and every or any of them, any thing in theſe preſents before contained to the contrary thereof notwithſtanding:

ſtanding : Provided, and it is further hereby Covenanted, granted, condiſcended, agreed, publiſhed, and declared by and between all and every of the foreſaid parties; That the true intent and meaning as well of the foreſaid Recovery, as of the ſaid Fine, and of all and every of the reſpective, parties to the ſame, and to theſe preſents alwaies was, and is, that it ſhould and might, and ſhall and may be lawful to and for the ſaid T. Lord W. from time to time, at any time or times during his life, by his writing or writings, by him to be ſigned or ſealed in the preſence of three Witneſſes of Credit or more, or to be inrolled in any of the Courts of Record, of our Soveraign Lord the Kings Majeſtie; his Heirs or Succeſſors to ſignifie or declare that his will and pleaſure is, that all or any of the uſe or uſes, eſtate or eſtates in poſſeſſion, Reverſion or Remainder, limited, appointed, raiſed, created or implyed in or by theſe preſents, ſhall ceaſe, determine, be void or revoked of, for, touching or concerning all or any of the ſaid Mannors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any of them, or concerning any part or parcel of them or any of them; And that then and from heneeforth all and every of the ſaid uſe and uſes, eſtate or eſtates in the poſſeſſion, Reverſion or Remainder, ſo ſignified and declared to ceaſe, determine, be void or revoked, ſhall then and from thenceforth ceaſe, determin and be utterly void and revoked, according to the true intent and meaning of the ſaid T. Lord W. ſo as aforeſaid to be ſignified and declared, other then ſuch leaſe or leaſes, eſtate or eſtates, or charges which he the ſaid Lord W. hath or ſhall make, lay, or charge of or upon any of the Premiſſes, for ſatisfying debts, or for valuable Conſideration in money, or otherwiſe by force of the foreſaid Proviſo in theſe preſents before expreſſed: And alſo that then and from thenceforth, at all time and times after ſuch ſignification or ſignifications, declaration or declarations ſo to be made, it ſhall and may be lawful to and for the ſaid T. Lord W. at any time or times during his life, ſo oft as he ſhall think good by any other his Writing by him to be ſealed, acknowledged and inrolled, or ſealed and ſubſcribed as is aforeſaid, to limit, create, appoint, and declare of, for and concerning the ſaid Mannors, Lands, Tenements, Hereditaments and Premiſſes, or any of them, any new, or any other uſe or uſes to the ſame, or any other perſon or perſons whatſoever: And that then, and after ſuch new limitation, the ſaid Recovery and Fine reſpectively ſhall be and enure, and the ſaid Recoverors and

To make void the ſaid uſes.

To create new Uſes.

and parties-takers by the ſaid Recovery, and the ſaid Cognizees of the ſaid Fine, and the parties-takers thereby and their Heirs, and all and every perſon and perſons, who then ſhall be and ſtand ſeized of and in the Premiſſes, or any part thereof, whereof ſuch new uſe ſhall be declared, created, raiſed, limited or appointed, and his and their Heirs ſhall reſpectively ſtand and be ſeized of the ſame Premiſſes, or ſuch part thereof, whereof ſuch new uſe or uſes ſhall be declared, limited or appointed to ſuch uſe and uſes of ſuch perſon and perſons, to whom ſuch other or new eſtate or eſtates, uſe or uſes ſhall be ſo newly declared, created, raiſed, limited or appointed, and of, and for ſuch eſtate and eſtates, and in ſuch manner and form, and by or under ſuch Limitations, Conditions and Proviſoes, as ſhall be ſo newly appointed, expreſſed or declared, and for want of ſuch declaration, or new limitation ſo to be made after any ſuch Revocation; Then the ſaid Recovery and Fine touching ſuch of the Premiſſes, whereof no ſuch Declaration, Limitation or appointment of the uſe ſhall be made, ſhall be and enure to the only uſe and behoof of the ſaid T. Lord W. his Heirs and Aſſigns, for ever, any matter or thing whatſoever herein before contained to the contrary thereof notwihſtanding. But it is, and always was the intent of all the parties to theſe preſents, that no Revocation or new Limitation ſhould or ſhall any way fruſtrate or make void any Leaſe, Eſtate, Rent or Charge, made, granted or charged, or to be made, granted or charged of or upon the Premiſſes, or any parcel thereof, for valuable Conſiderations of money, borrowed or received of the ſaid Lord W. by vertue or force of any former Proviſo in theſe preſents expreſſed, but that the ſame and every of them, ſhall ſtand good, according to the purport and meaning of them, and every of them, notwithſtanding any ſuch Revocation, or new Limitation futurely to be made. In witneſs, &c.

No new Declaration to hinder an Eſtate granted before Revocation.

A Covenant to ſettle Lands for natural affection.

THis Indenture made, &c. Between R. D. of, &c. on the one part, and T. D. and E. S. of, &c. on the other part: Witneſſeth, that the ſaid R. D. as well for the natural love and affection which he beared towards W. D. Gentlemen, Son and Heir apparant of the ſaid R. D. and to the intent that the Marſhes, Lands, Tenements and Hereditaments hereafter mentioned, might be and remain to the uſes, intents and purpoſes hereafter in theſe preſents expreſſed and declared; and for divers other, &c.

for

for himſelf, his Heirs and Aſſigns, doth Covenant and grant to and with the ſaid T. D. and E. S. their Heirs and Aſſigns by theſe preſents, That he the ſaid R. D. and his Heirs, and all and every other perſon and perſons that now is or are, or that at any time hereafter ſhall be ſeized, or eſtated of or in all, and every part of that the Mannor of A. with the Rights, Members and Appurtenances thereof in the ſaid County of O. and of or in all or any Lands, Tenements, Meadows, Paſtures, Feedings, Commons, Ways, Waſts, Waſt-grounds, Hereditaments and Appurtenances whatſoever belonging to the ſaid Mannor, or reputed as part, parcel or member thereof in A. aforeſaid, and whereof or wherein the ſaid R. D. now hath an eſtate of Inheritance in Fee-ſimple, ſhall thereof, and of every part and parcel thereof, immediately from and after the enſealing hereof, ſtand and be ſeized thereof, and of every part and parcel thereof, to the ſeveral uſes, intents and purpoſes hereafter in theſe preſents expreſſed, limited and declared, (that is to ſay:) To the uſe and behoof of the ſaid R. D. for the Term of his natural life, without impeachment of any manner of waſte, and after his death, to the uſe of the ſaid I. D. for the term of his natural life, without impeachment of any manner of waſte, and after his deceaſe, to the uſe of the firſt Son of the body of the ſaid I. D. lawfully to be begotten, and of the Heirs males of the body of the ſaid firſt Son lawfully to be begotten; And for default of ſuch Iſſue, to the uſe and behoof of the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth and Tenth Sons of the body of the ſaid I. D. lawfully to be begotten, reſpectively as they ſhall be in Seniority and age, and of the Heirs males of ſuch Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth and Tenth Sons lawfully to be begotten of his body, the eldeſt Son and his Heirs, being always preferred before the younger Son and his Heirs of his body; And for default of ſuch Iſſue, to the uſe of every other the Sons of the ſaid I. D. as they ſhall be in Seniority and age, and of the Heirs males of the Bodies of every ſuch Sons lawfully to be begotten; And for default of ſuch Iſſue, then to the uſe of M. D. Gentleman, ſecond Son of the ſaid R. D. for the term of his natural life, without impeachment of any manner of waſte, and after his death, to the uſe of the firſt Son, *prout ſupra*, in the firſt Son, then to the third Son in manner *prout al. primum*. And for the default of ſuch Iſſue, then to the uſe of the right Heirs of the ſaid R. D. for ever: And to none other uſe, intent or purpoſe whatſoever, with the ſame clauſe of Revocation, as is mentioned in the laſt preſident. In witneſs, &c.

A Condition of a Counter-Bond.

THE Condition, *&c.* That whereas the abovenamed N. B. at the ſpecial inſtant and requeſt of the above-bounded C. D. for the proper debt of the ſaid C. D. and as his ſurety, by obligation bearing date with theſe preſents, ſtandeth joyntly and ſeverally bound, together with the ſaid C. D. unto E. F. of, *&c.* in the ſum of, *&c.* with Codition thereupon endorſed for the payment of 100 pound of, *&c.* to the ſaid E. F. or to his certain Attorney, his Eecutors or Aſſigns, at, *&c.* upon, *&c.* as in and by the ſaid Obligation and Condition more at large appeareth. If therefore the ſaid C. D. his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them do pay, or cauſe to be paid unto the ſaid E. F. or his Aſſigns, the ſaid ſum of, *&c.* at the day and place aforeſaid, and alſo from henceforth, ſave and keep harmleſs the above named A. B. his Heirs, *&c.* of and from the foreſaid Obligation, and of and from all and all manner of Coſts, Charges, Suits, and Damages whatſoever, of, for and concerning the ſaid Obligation; That then, *&c.*

An Aſſignment of ſeveral Leaſes of divers Meſſuages and Lands, with ſeveral recitals and good Covenants. Well penn'd.

THis Indenture made, *&c.* Between I.S. of, *&c.* and I. G. of, *&c.* on the one part, and R. G. of, *&c.* on the other part; Whereas I. S. of, *&c.* G. P. of, *&c.* Executors of the laſt Will and Teſtament of M.S. Gent. deceaſed, and the ſaid I. G. by Indenture bearing date the 26 day of S. in the, *&c.* of his ſaid Majeſties Reign that now is over *England*, *&c.* made between the ſaid I. S. and G. P. and I. G. on the one part, and E. S. on the other part, by the name of E. S. of, *&c.* Did grant, aſſign, and ſet over to the ſaid E. S. and her Aſſigns, as well an Indenture of Demiſe therein recited, dated the day of, *&c.* made from R. E. late of, *&c.* unto I. G. late of B. in, *&c.* and I. his wife, father and mother of the ſaid I. G. party to theſe preſents of all that Meſſuage or Tenement, and half yard-land, with the Appurtenances then or late in the Tenure or Occupation of one E. A. or his Aſſigns in S. ſometimes W. W. ſcituate and being of H. W. and P. and every or either of them in the ſaid County of S. and of all houſes, Bulldings, Barns, Stables, Orchards, Gardens, Back-ſides, and Grounds, with the Appurtenances whatſoever, to or with the ſaid Meſſuage or Tenement and Premiſſes belonging, with all and every other the Lands, Tenements, Feedings, Hereditaments and Profits whatſoever, to

the

the ſaid Meſſuage or Tenement belonging, or reputed as parcel or member of the ſame, or any of them (except therein excepted) for the Term of 3000 years, from the Feaſt of the *&c.* then laſt paſt, at the yearly Rent of 7 ſhillings of, *&c.* as alſo all the eſtate, title, intereſt, term of the years thereby granted, then to come and unexpired, poſſeſs claim and demand whatſoever of the ſaid I.S. G.P. and I.G. of and to the ſame, and every part thereof, on Condition therein contained to this effect: That if the ſaid I. G. his Executors, Adminiſtrators or Aſſigns, did well and truly pay to the ſaid E. S. her Executors or Aſſigns, the ſum of, *&c.* of lawfully Engliſh money upon the laſt day of M. then next enſuing, That then from thenceforth the ſaid Grant and Aſſignment, and every thing therein contained, to be utterly void and of none effect, as by the ſaid Indenture more fully appeareth. Which ſaid ſum of, *&c.* was not ſatisfied or paid to the ſaid E. S. neither on the day in the Condition of the ſaid Aſſignment mentioned, nor ſince, by reaſon whereof the Premiſſes became abſolutely forfeited to the ſaid E. S. And whereas alſo the ſaid I. G. by his Indenture of Aſſignment, dated the, *&c.* of his Majeſties Reign that now is, did bargain, aſſign and ſet over to the ſaid E. S. and her Aſſigns, as well one other Indenture of Leaſe dated the 21 day of M. in the one and fortieth year of the ſaid late Queen *Elizabeth* her Reign, alſo made from the ſaidR.E. to the ſaid I. G. (father of the ſaid I. G. party to theſe preſents) and his Aſſigns, of all that his, *&c.* ſetting the particulars down here at large as they were mentioned before, within the Pariſhes of H.P. or W. within the ſaid Connties of S. or ſome or one of them; with all Woods, Under-woods, Profits, Commodities and Advantages, to the ſaid Maſſuage or Tenement and half yard-land belonging for the term of 3000 years, from the Feaſt of, *&c.* then next enſuing, at the yearly Rent of, *&c.* as alſo all the eſtate, right, title, intereſt, poſſeſſion, Reverſion, Term of years, claim and demand whatſoever of the ſaid I. G. to the ſaid, *&c.* and other the Premiſſes, with the Appurtenances, by the ſame Indenture of Leaſe, Demiſed, by vertue of the ſame Indenture or otherwiſe, as by the ſame Indenture, *&c.* appeareth: And whereas the ſaid E. S. by her Indenture dated, *&c.* did Covenant with the ſaid I. G. and his Aſſigns, That if the ſaid I. G. or his Aſſigns, did well and truly pay to the ſaid E. S. or her Aſſigns, the ſum of 325 pound, at the dwelling houſe of A. C. Scrivener, ſcituate in B. *London*, at one entire payment on the fifteenth day of *October*, which then ſhall be in the year of our Lord God, 1630. That then ſhe the ſaid E.S. and her Aſſigns, ſhould upon requeſt of the ſaid I. G. re-aſſign and convey unto him, the ſaid two ſeveral

veral recited Indentures of Leaſes, and all her eſtate and intereſt, claim and demand in and to the ſaid ſeveral Meſſuages, Lands and Premiſſes, demiſed by the ſaid ſeveral Indenture of Leaſes, as by the ſaid laſt recited Indenture more at large appeareth: And whereas the ſaid I. G. by his Releaſe dated, &c. did in conſideration of a Competent ſum of money, releaſe all his Right, Title and Intereſt of and in the ſaid Meſſuage, Lands and Premiſſes to the ſaid E. S. and her Aſſigns, as by the ſaid Releaſe appeareth: And whereas the ſaid E. S. by her Indenture of Aſſignment dated, &c. did for the Conſideration therein mentioned, aſſign, and ſet over all her Eſtate, Right, Title and Intereſt of, in and to both the ſaid recited Indentures of Leaſe, as alſo in and to the ſaid Meſſuages, Lands, and Premiſſes to the ſaid I. S. her father (party to theſe preſents;) To hold to him and his Aſſigns, during all the reſidue of the ſaid Term of years, in the ſaid ſeveral recited Indentures of Leaſe then to come and unexpired, as by the ſaid laſt recited Indenture of Aſſignment more fully appeareth: Now this Indenture witneſſeth, that the ſaid I. S. and I. G. for and in conſideration of the ſum of, &c. in hand paid, or ſecured by the ſaid R. G. unto the ſaid I. S. as alſo for and in conſideration of the ſum of. &c. at the enſealing and delivery of theſe preſents in hand paid, or ſecured by the ſaid R. G. unto the ſaid I. G. the ſaid ſeveral receipts, of which ſaid ſeveral ſums of money they the ſaid I. S. and I. G. do hereby ſeverally and reſpectively acknowledge, and thereof, and of every part thereof, do ſeverally and reſpectively acquit and diſcharge the ſaid R. G. his, &c. and for other good, &c. Have demiſed, granted, ſet, and to farm-let, releaſed, and confirmed, and by theſe preſents, do, &c. unto the ſaid R. G. his, &c. all and every the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with their and every of their Rights, Members, and Appurtenances in the ſaid former recited Indenture of Leaſe, or Aſſignments mentioned: To have and to hold all and every the ſaid Meſſuages, or Tenements, Lands, and all other the Premiſſes, with their and every of their Appurtenances unto the ſaid R. G. his Executors and Aſſigns, and every of them by theſe preſents for and during, and unto the full end and term of 99 years from hence next enſuing, fully to be compleat and end d; yielding and paying therefore yearly during the ſaid term, to the ſaid I. S. his, &c. a Peper-corn at the Feaſt of St. *Michael* the Archangel if it be lawfully demanded. And the ſaid I. S. for himſelf, his, &c. doth covenant and grant to and with the ſaid R. G. his, &c. That he the ſaid I. S. now hath good right,

full power, and lawful and abſolute authority to demiſe, grant, and let the ſaid Meſſuage or Tenement, Lands and Premiſſes, with their Appurtenances unto the ſaid R. G. his, &c. for and during the ſaid Term and Number of years aforeſaid, according to the true intent and meaning of theſe preſents; And alſo that the ſaid Meſſuage, &c. and every of them ſhall and may during the Term hereby demiſed, remain and be unto the ſaid R. G. his, &c. ſufficiently ſaved and kept harmleſs, of and from all and all manner of former and other Gifts, Grants, Leaſes, Forfeitures, Surrenders, Extents, Rents and Arrerages of Rents, and of and from all and all manner of Charges, Titles, Troubles, and Incumbrances whatſoever, had, made, committed, done or ſuffered by him the ſaid I. S. or by the ſaid E. S. his ſaid Daughter, or either of them, their, or either of their Executors or Aſſigns; And alſo that he the ſaid R. G. his, &c. ſhall and may peaceably and quietly have, hold, occupy, poſſeſs and enjoy the ſaid, &c. for and during the Term hereby demiſed, without the Lot, Suit, Moleſtation, Interruption or Eviction of him the ſaid I. S. or the ſaid E. S. and without the lawful let of all and every other perſon and perſons whatſoever, lawfully claiming in, by, from, or under him, her, or either of them, their or either of their eſtate, right or title. And the ſaid I. G. for himſelf, his, &c. doth Covenant and Grant to and with the ſaid R. G. his, &c. That he the ſaid I. G. at no time before the date hereof, hath done, or ſuffered to be done, any Act, or Thing whatſoever, which ſhall or may be hurtful, prejudicial, or a hinderance to the ſaid R. G. his, &c. or any of them, in his and their having, and quiet enjoying of the ſaid, &c. But that he the ſaid R. G. his, &c. may have and enjoy the ſaid Lands and Premiſſes, and every of them, for and during the Term hereby demiſes, without the let or hinderance of him the ſaid I. G. his, &c. or of any other perſon or perſons whatſoever, claiming by, from, or under him, them, or any of them. And the ſaid I. S. and I. G. and either of them do for themſelves joyntly and ſeverally, and not one for the other, and for their ſeveral and reſpective Executors, &c. and for every of them, Covenant and Grant to and with the ſaid R. G. his, &c. That they the ſaid I. S. and I. G. and either of them, their Heirs and Aſſigns, and every of them, ſhall and will from time to time, and at all times for and during the ſpace of five years next, &c. at the requeſt and coſt of him the ſaid R. G. his, &c. further do make, ſuffer, acknowledg, and execute all and every ſuch further and other lawful and reaſonable Act or Thing whatſoever, for the further, better, and

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more perfect assuring, surety, and sure making of the said, &c. unto the said R. G. his, &c. or to such other person and persons as he the said R. G. shall nominate and appoint, and every or any of them, for and during the said term hereby demised, as also all other the interest and term for years, which he the said I. S. now hath in the said, &c. yet to come and unexpired, as by him the said R. G. his, &c. or his, their, or any of their Councel learned in the Laws, shall be reasonably devised, or advised and required. And the said I S. for himself, &c. doth covenant and grant to and with the said R. G. &c. That he the said I. S. his, &c. or some of them, shall and will within six months now next ensuing the date hereof, deliver or cause to be delivered unto the said R. G. or his Assigns, or some of them all the Original Leases, of the premisses herein before recited or mentioned, as also all and singular the several mean Assignments made of the premisses, from time to time, and also all such Deeds, Evidences Court-Rolls, Writings, Escripts and Minuments whatsoever, concerning the premisses or any part or parcel thereof, which now be in the possession, custody, or keeping of the said I. S. or of E. S. or of any other person or persons whatsoever, by their or either of their delivery, privity or appointment, or which he the said I. S. may obtain or come by, whole, uncancelled, safe, undefaced, and in as good plight as the same or any of them now are, and also true Copies of all such other Deeds, Evidences, and Writings as the said I.S. or E.S. or either of them, have or can come by touching the said, &c. or any part thereof, joyntly or together with any other lands, the said I. S. his, &c. or some of them, paying and bearing the charge of making, and writing, and coming by the Deeds, Evidences or Copies, or any of them. And the said R. G. for him, his, &c. doth covenant, promise and grant to and with the said I. S. and I. G. and either of them, their and, &c. That he the said R.G. his, &c. shall and will during the term hereby demised, bear, pay, and discharge all and all manner of quit-rents, or other Rents and Services whatsoever, which shall be due, or any ways payable, for or in respect of the said, &c. or any of them, from the day of the date, hereof, and thereof, and of every part thereof, shall and will sufficiently during the term hereby demised, acquit and discharge the said I.S. and I.G their Executors and Assigns, and every of them by these presents. In witness, &c.

An Indenture of Settlement. well pen'd.

THis Indenture made, &c. Between the Right Honourable C. Lord S. Baron of H. of the first part, W. N. of the Inner Temple *LONDON*, Esquire, and A. T. of the said Inner-Temple *LONDON* Esquire of the second part; *The Parties.* And the Right Honourable E. Lord G. Baron of D. in the County of A. within the Realm of *Ireland*, and Dame I. his Wife, D. L. Daughter of her the said Dame I. G. and I. S. of M. in the C. of Y. Esq; of the third part: Whereas a Marriage shortly hereafter by the Grace of God, is intended to be had and solemnized between the said C. L. S. and the said D. L. Witnesseth now this present Indenture, that the said C. Lord S. as well for and in confide- *The Consideration.* ration of the said Marriage, and of the full sum of 8000 pound (that is to say) the sum of 7000 pound of good and lawful money of *England*, in hand paid, and the sum of 1000 pound more in Jewels, in hand delivered unto him the said L. S. by the said E. Lord G. and Dame I. his Wife, at and before the ensealing and delivery of these presents, whereof the sum of 2000 Marks in moneys, and the said 1000 pounds in Jewels, were and was a portion given and left unto her the said D. by the last Will and Testament of Sir I. L. her Father deceased, and the residue of the said 8000 pound was, and hath been encreased for her, by the providence, care, and great love of the said Dame I. G. her Mother, since her said Fathers decease, of and with which said sums of 7000 pound in money, and 1000 pound in Jewels, he the said C. Lord S. doth hereby acknowledge the receipt, and himself to be fully satisfied; And thereof, and of every part and parcel thereof, doth for himself, his Heirs, Executors and Administrators, and for every of them, fully, absolutely and clearly acquit, exonerate and discharge the said E. Lord G. and Dame I. his Wife, their Heirs, Executors, and Administrators, and every of them for ever by these presents: And for and in consideration of a competent Joynture to be had and made unto the said D. in case the said Marriage shall take effect, and that she the said D. shall survive and over-live him, the said Lord S. and for the better preservation and continuance of all and every the Mannors, Lordships, Messuages, Lands, Tenements, and Hereditaments, hereafter mentioned, in the name and blood of the said Lord S. so long as shall please Almighty God, also for divers and sundry other good and valuable considerations him the said Lord S. hereunto especially moving; Hath Covenanted, Promised, Granted, and Agreed, and

and by these presents doth for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, covenant, promise, grant, and agree to and with the said E. Lord G. and I. S. their Heirs and Assigns, and to and with every of them, that he the said C. Lord S. shall and will before the end of *Michaelmas* Term, next ensuing the date of these presents, before the Justices of our Soveraign L. the King, of his Majesties Court of Common-pleas at *Westminster*, or before some other competent and fit person and persons thereunto lawfully and sufficiently authorized, acknowledg and levy one or more Fine or Fines (*sur conusance de droit come ceo, &c.*) in due form of Law, with proclamations thereupon to be made, according to the common course of Fines in that case used, and the statute in that behalf made and provided unto them the said W.N. and A.T. and their Heirs, or the Heirs of one of them, of all those his Mannors, Lordships, Lands, Tenements and Hereditaments, called or known by the several names of S. *&c.* scituate, lying and being in the County of E. with their and every of their rights, revenues, members and Appurtenances whatsoever, and of all that the Rectory and Church of H. with the appurtenances thereof whatsoever, and of all and singular Messuages, Houses, Edifices, Barns, Stables, Dove-houses, Back-sides, Orchards, Gardens, Lands, Tenements, Meadows, Feedings, Pastures, Commons, Wayes, Passages, Wast-grounds, Heaths, Furze, Moors, Marshes, Woods, Under-woods, Rents, Reversions, Services, Tithes, as well great as small, and of all other Hereditaments whatsoever, scituate, lying and being, growing, arising, renewing, and increasing within any the Towns, Parishes, Hamlets, Tithings, or Fields of S. *&c.* in the said County of E. and in every or any of them, or elsewhere to the said Mannors, Rectory, or other the premisses, or any of them belonging, or in any wise appertaining, or therewith used and enjoyed, by such name and names, and under such number of Mannors, Messuages, Cottages, and Acres; and in such Sort, Manner and Form, as by the said E. Lord G. and I. S. their Heirs or Assigns, or by their or any of their Council learned in the Law, shall be reasonably advised, devised or required. The true intent and Meaning of which said Fine and Fines, so to be acknowledged and levyed of the said Premisses, between the said Parties as aforesaid shall be, and so shall be Construed, Meant, Intended and Adjudged to be, to and for the only Use and Behoof of the said W.N. and A.T. their Heirs and Assigns for ever; To the only intent and purpose that they

A Covenant to levy a Fine.

The Mannors.

General Words.

the ſaid W. N. and A. T. ſhall and may ſtand and be ſeiſed and perfect tenements of the Free hold of the ſaid Mannors, Lordſhips, and all and ſingular the premiſſes, and of every part and parcel thereof, with the appurtenances, until one or more perfect common Recovery, or common Recoveries, may be had and executed of all and ſingular the ſame premiſſes, againſt them the ſaid W. N. and A.T. and their heirs, according to the true intent and meaning of the ſaid parties to theſe preſents; and that they the ſaid W.N. and A.T. from and after the acknowledging and levying of the ſaid Fine or Fines by the ſaid C. Lord *S.* to them the ſaid W. N. and A.T. in manner and form as aforeſaid, ſhall and will before the end of the ſaid *Michaelmas* term next enſuing the date of theſe preſents, permit and ſuffer the ſaid E. Lord G. and I.S. to ſue and proſecute ſeveral Writs of Entry (*Sur diſſeiſin en le poſt*) againſt them the ſaid W.N. and A.T. of the ſaid Mannors, Lordſhips, Lands, Tenements, Hereditaments and Premiſſes, and of every part and parcel thereof, with the appurtenances by ſuch name and names, and under ſuch number of Mannors, Meſſuages, Cottages and Acres, and in ſuch ſort, manner and form as by the ſaid E. Lord G. and I.S. and their heirs, or by their or any of their Council learned in the Law ſhall be adviſed, deviſed or required, into and upon every of which ſaid ſeveral Writs of Entry (*Sur diſſeiſin en le poſt*) ſo to be brought, the ſaid W.N. and A.T. ſhall perſonally appear; And then immediately after their appearance and defence made, ſhall and will in the ſaid Actions, vouch to Warranty the ſaid C. Lord S. and he the ſaid Lord S. upon ſuch vouchee of him to be made, ſhall and will in the ſaid actions ſo to be brought forthwith *gratis*, and without proceſs appear thereunto, and enter into Warranty, and Vouch over to Warranty, the Common Vouchee, to the end that the Common Vouchee may alſo appear and enter into Warranty, and afterwards make default, or depart in deſpight of the Court, ſo that ſeveral perfect common Recoveries, with double Vouchers may be had, proſecuted, and executed in and upon the ſaid ſeveral Writs of Entry (*Sur diſſeiſin en le poſt*) in all things according to the uſual and common order and form of common Recoveries, for the aſſurance of Lands and Tenements in ſuch caſes uſed, of all and ſingular the ſaid ſeveral Mannors, Lordſhips and Premiſſes before mentioned, and of every part and parcel thereof, with the Appurtenances; And that full execution and ſeiſin, ſhall be had and taken thereof accordingly; And it is hereby covenanted, granted, concluded, and fully and abſolutely agreed on, by and between all and every the aforeſaid parties to theſe preſents, or themſelves their heirs and aſſigns, and it is the true intent

To ſuffer a Recovery.

tent and meaning of theſe preſents, and of all and every the aforeſaid parties to the ſame, that the ſaid ſeveral Recoveries, and the execution thereupon to be had, ſhall be, and ſo ſhall be adjudged, deemed, eſteemed, and taken to be, and the Recoverers, their heirs and aſſigns, and every of them, ſhall and will immediately from and after the execution of the ſaid Recoveries, ſtand and be ſeized, and be adjudged, deemed, eſteemed, and taken to be ſeized of all and ſingular the ſaid Mannors, Lordſhips, Lands, Hereditaments and Premiſſes before mentioned, and every part and parcel thereof, with their and every of their appurtenances to and for all and every the ſeveral and reſpective uſes, behoofs, intents, and purpoſes hereafter in theſe preſents mentioned, expreſſed, limited and declared; And to or for none other uſe, behoof, intent or purpoſe whatſoever, (that is to ſay) to the uſe and behoof of the ſaid C. Lord S. and his aſſigns, for and during the term of his natural life, without Impeachment of or for any manner of waſte, and from and after his deceaſe, then to the uſe and behoof of the ſaid D. L. and her aſſigns, for and during the term of her natural life, for and in the name of a Joynture, of and for her the ſaid D. and from and after her deceaſe, then to the uſe and behoof of the heirs of the body of the ſaid C. Lord S. on the body of the ſaid D. lawfully to be begotten, and for default of ſuch iſſue, then to the uſe and behoof of the right heirs of the ſaid C. Lord S. for ever. And the ſaid Right Honourable C. Lord S. for himſelf, his heirs, executors, adminiſtrators and aſſigns, and for every of them doth further covenant, promiſe and grant to and with the Right Honourable E. Lord G. and I. S. their heirs and aſſigns, and to and with every of them by theſe preſents, in manner and form following (that is to ſay) that he the ſaid C. Lord S. at the time of the enſealing and delivery of theſe preſents, is lawfully and rightfully ſeized of and in all and ſingular the ſaid Mannors, Lands, Tenements, Rectory and premiſſes, and of every part and parcel thereof, with the appurtenances of a good, ſure, perfect, lawful, and indefeaſible eſtate in Fee-ſimple, or in Fee-tail to himſelf, and the heirs of his body, without any Reverſion or Remainder of the Kings Majeſty, and without any manner of Condition or Conditions, Mortgage, Limitation of uſe or uſes, or other thing or things whatſoever, whereby to alter, change, charge, defeat, determine, or make void the ſame; And that he the ſaid Lord S. hath full power, good right, and lawful and abſolute authority in his own proper right by theſe preſents, to raiſe, limit and appoint all and every the foreſaid ſeveral uſes and eſtates before mentioned, and that all and ſingular the premiſſes, and every part and parcel thereof, with their and every of their rights, members and appurtenances now are

and be, and ſo from time to time, and at all times for ever hereafter, ſhall and may continue, ſtand, remain, and be to all and every the ſeveral uſes, intents and purpoſes before in and by theſe preſents limited, expreſſed, appointed and declared, free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe well and ſufficiently ſaved, defended and kept harmleſs of and from all and all manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Eſtates, Joyntures, Dowers, and Titles of dower, and of and from all Rents, and Arrerages of Rent-annuities, and Arrerages of Annuities, Statutes-Merchant, and of the Staple, Recognizances, Judgments, Executions, Extents, Fines, Forfeitures, Iſſues, Amerciaments, Intentions, Principal Seizins, Liveries, Wills, Entails, Limitations of uſe or uſes, and of and from all other titles, troubles, arrerages, charges, claims, demands and incumbrances whatſoever: And the ſaid C. Lord S. for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, and for every of them. Doth likewiſe further covenant, promiſe and grant to and with the ſaid E. Lord G. *&c.* their heirs and aſſigns, and to and with every of them by theſe preſents, that he the ſaid Lord S. and his heirs, ſhall and will from time to time and at all times hereafter, within the ſpace of ſeven years next enſuing the date of theſe preſents, at and upon every reaſonable requeſt, and at the only proper coſts and charges in the Law of the ſaid Lord S. and his heirs, further do, make, acknowledg execute and ſuffer, or cauſe, or procure to be done, made, acknowledged, executed and ſuffered all and every ſuch further and reaſonable act and acts, thing, and things, device and devices, aſſurance and aſſurances in the Law whatſoever, for the further, better, and more perfect aſſuring, ſurety, and ſure-making, ſetling and conveying of the ſaid Mannors, *&c.* premiſſes, and of every part and parcel thereof, with the appurtenances to continue, ſtand, remain, and be to all and every ſuch ſeveral uſes, behoofs, intents, limitations and purpoſes, as are thereof, in and by theſe preſents limited, expreſſed, appointed, and declared, be it by Fine or Fines, Recovery or Recoveries, with ſingle, double, or more Voucher or Vouchers, Feoffment or Feoffments, Deed or Deeds, enrolled or not enrolled, the enrolement of theſe preſents, or by any other ways or means whatſoever, as by the ſaid E. Lord G. and I.S. their heirs and aſſigns, or by any of them, or by their, or either or any of their Council learned in the Law, ſhall be reaſonably adviſed, deviſed or required; And finally, the ſaid C. Lord S. for and in Conſideration of the ſaid Marriage ſhortly hereafter, by the Grace of God, to be had and ſolemnized between him the ſaid C. Lord S. and the ſaid D. L. and for the great love and affection which he the ſaid Q.S. hath

and

and doth bear unto the ſaid D. L. doth for himſelf, his Heirs and Aſſigns, and for every of them, covenant promiſe, grant and agree to and with the ſaid F. Lord G. and I.S. their Heirs and Aſſigns, and to and with every of them by theſe preſents, that he the ſaid C. Lord S. and his Heirs, and all and every other perſon or perſons that now be, or which hereafter ſhall ſtand, or be ſeized of any eſtate of inheritance of the ſaid Mannors, Lands, Tenements, and Premiſſes, or any part thereof, ſhall and will ſtand and be ſeized of ſo much, and ſuch part and parcel of the ſaid Lordſhips, Mannors and Premiſſes, as either in reſpect of not making and naming the right Tenant of the Free-hold, in the ſeveral Writs of Entry aforeſaid, or in reſpect of any other legal defect ſhall not be by the ſeveral, and Recoveries aforeſaid, well and ſufficiently aſſure, and ſettle to the ſeveral uſes before in and by theſe preſents expreſſed, to the ſeveral and reſpective uſes, intents and purpoſes hereafter in and by theſe preſents expreſſed, appointed and declared, and to none other uſe, intent or purpoſe whatſoever; (that is to ſay) to the uſe and behoof of the ſaid C. Lord S. and his aſſigns, for and during the Term of his natural life, without impeachment of or for any manner of waſte, and from and after the deceaſe of the ſaid C. Lord S. then to the uſe and behoof of the ſaid D.L. and her aſſigns, for and during the term of her natural life, and from and after her deceaſe, then to the uſe and behoof of the heirs of the body of the ſaid C. Lord S. on the body of the ſaid D. lawfully to be begotten, and for default of ſuch iſſue, then to the uſe and behoof of the right heirs of the ſaid C. Lord S. for ever. In witneſs whereof to one part of theſe preſent Indentures, remaining with the ſaid E. Lord G. Dame I. his Wife, D.L. and I.S. The ſaid C. Lord S. W.N. and A.T. have interchangeably ſubſcribed, and ſet their ſeveral hands and ſeals, and to one other part of theſe preſent Indentures, remaining with the ſaid W.N. and A.T. the ſaid C. Lord S. E. L. G. Dame I. his Wife, D.L. and I.S. have interchangeably ſubſcribed, and ſet their ſeveral hands and ſeals, and to one other part of theſe preſent Indentures remaining with the ſaid C.L. S. the ſaid W.N.A.T.E.L.G. Dame I. his Wife, D.L. and I.S. have interchangeably ſubſcribed, and ſet their ſeveral hands and ſeals the day and year firſt above written. *Anno Dom.*

A Condition to ſave harmleſs where one Attorns Tenant, with a Covenant to grant a Leaſe when the premiſſes are ſetled in the Obligee.

THe Condition of this Obligation is ſuch, That whereas the within named I.S. hath attorned Tenant; and doth and is contented to pay his rent, being eleven pounds ten ſhillings *per annum*, unto the within bound T.S. his heirs or aſſigns, for the Meſſuage or Tenement with the appurtenances, wherein the ſaid I.S. now dwelleth, ſcituate near W. *London*: If therefore the ſaid T. S. his Heirs, Executors, Adminiſtrators or Aſſigns, do from time to time, and at all times hereafter, clearly acquit, diſcharge, or ſufficiently ſave harmleſs and indemnified the ſaid I.S. his Executors, Adminiſtrators and Aſſigns, goods and chattels, as well againſt one R.N. of the Pariſh of Saint G. in the Fields, in the County of M. Gent. and K. his Wife, and againſt the heirs and aſſigns of the ſame K. alſo againſt all and every other perſon and perſons whatſoever of, for, from, touching and concerning all ſuch and ſo much rent, as he the ſaid I.S. his Executors, or Aſſigns, hath already paid, or ſhall hereafter pay to the ſaid T.S. his heirs or aſſigns, for the Tenement aforeſaid, with the appurtenances, and alſo of and from all actions, ſuits, charges, diſtreſſes, forfeitures, judgments, executions, and all other dammages, troubles and incumbrances whatſoever, that ſhall or may ariſe, or grow or be had, commenced or proſecuted againſt the ſaid I.S. his executors, adminiſtrators or aſſigns, by reaſon of paying the ſaid Rent, or any part thereof unto the ſaid T.S. his heirs or aſſigns, or by reaſon of occupying of the ſaid Tenement. And further, if in caſe the ſaid T.S. his heirs or aſſigns, do or ſhall quietly hold and enjoy the poſſeſſion of the Tenement aforeſaid with the appurtenances amongſt other things,) as he the ſame T. now doth for and during the ſpace of two years next coming, after the date within written, without any further new ſuit; Then if the ſaid T.S. his heirs or aſſigns, do within one month next after the end and expiration of the ſaid term of two years, or after ſuch time as the eſtate of the premiſſes ſhall be perfectly ſetled in the ſaid T. or his heirs, at the reaſonable requeſt, and at the coſts and charges in the Law of the ſaid I. S. his executors or adminiſtrators by good, lawful and ſufficient Indenture of Leaſe in due form of Law to be had, made and executed, demiſe, grant, and to farm-let unto the ſaid I. his executors, adminiſtrators aud Aſſigns, all the ſaid Meſſuage or Tenement with the Appurtenances, wherein the ſaid I. now dwelleth as aforeſaid, for ſo many years as will, make up the remainder of the term of years in his former Leaſe

granted

granted full twenty and one years, and under the yearly rent of eleven pounds ten ſhillings, quarterly to be paid to the ſaid T. his heirs or aſſigns, or within one and twenty days next after every quarter day by even portions, and with ſuch other reaſonable Covenants therein to be contained, as are commonly uſed in ſuch like Leaſes: That then this preſent Obligation ſhall be void and of none effect, or elſe it ſhall ſtand, and remain in full force, ſtrength, and vertue.

A Counter-Condition to ſave harmleſs from a Bond entered into, for payment of money.

THe Condition of this Obligation is ſuch, That whereas the within named R.C. at the ſpecial inſtance and requeſt, and for the only debt of the within bound I.S. by one Obligation of the date hereof, is and ſtandeth joyntly and ſeverally bounden with the ſaid I.S. unto I. *le* T. of *London* Merchant, in the ſum or penalty of one hundred pounds of lawful money of *England*, with condition thereupon endorſed, for the payment of fifty pounds of like lawful money of *England*, on the laſt day of *November*, which ſhall be in the year of our Lord God, according to the Computation of the Church of *England*, one thouſand ſix hundred twenty and four, at the now dwelling houſe of H. C. of *London* Gent. ſcituate in I. lane in L. as by the ſame Obligation and Condition may appear: If therefore the ſaid I.S. his executors, adminiſtrators or aſſigns, or any of them, do and ſhall well and truly pay, or cauſe to be paid to the ſaid I. *le* T. his executors; adminiſtrators or aſſigns, or ſome of them on the ſaid laſt day of N. above mentioned, and at the place aforeſaid, the ſaid ſum of fifty pounds, and do thereby clearly exonerate, acquit and diſcharge the ſaid R. C. his Executors and Adminiſtrators, as well of and from the ſame Obligation before recited, as alſo of and from all actions, ſutes, coſts, charges, judgments, executions and demands whatſoever concerning the ſame, That then this preſent Obligation to be void, and of none effect, or elſe to remain and abide in full force and vertue.

A Condition to ſave harmleſs an Executor, for payment of ſeveral Legacies to Orphans, with a Covenant to ſee the ſame Legacies diſpoſed to the beſt advantage for the Legatees.

THE Condition of this Obligation is ſuch, That whereas M.D. late of St. I. ſtreet, in the County of M. Widow deceaſed, by her laſt Will and Teſtament in Writing, bearing

ring date the tenth day of M. in the year of our Lord God. One thousand six hundred and fourteen, did amongst other Legacies and Bequests, give and bequeath unto M.T. and A. T. daughters of the within bound T.T. Five shillings a piece of lawful money of E. as by the same Will more at large appeareth. Which said sums of five shillings a piece, the within named I.S. Executor of the last Will and Testament of the said M.D. hath at the request of the said T.T. at and before the ensealing and delivery hereof, paid and disbursed to the said T.T. for the use and behoof of his said daughter M. and A. If therefore the said T.T. his Executors and Administrators, and every of them, do from time to time, and at all times hereafter, freely and clearly acquit, exonerate and discharge, or otherwise well and sufficiently save, defend, and keep harmless the said I.S. his Executors and Administrators, and every of them, and all and every of his and their Lands, Tenements, Goods and Chattels, as well of, from and against the said M. and A. their Executors, Administrators and Assigns, as also of, from and against all other persons whatsoever, of, for and concerning the payment of the said sums of five shillings a piece to the said T. T. their Father as aforesaid; And of and from all actions, sutes, costs, charges, damages, expences and demands whatsoever, which he the said I.S. his Executors, Administrators or Assigns, shall hereafter happen to incur, sustain, or be put unto, for or by reason of the payment of the said sums of five shillings a piece, for the use of the said M. and A. to the said T. their Father, as aforesaid; That then this Obligation shall be void, or else it shall stand in full force and vertue.

A Condition to pay the Rent reserved in a Lease, according to the Covenant therein exprest.

THE Condition of this Obligation is such, That whereas the within named I.C. by his Indenture of Lease of the date within written, did demise, grant, and to farm-let unto the within bound H.B. all that Messuage or Inne, called the sign of the white horse, with all Cellers, Sollers, Chambers, Rooms, Yards, Tables and Appurtenances thereunto belonging as it is now in the tenure or occupation of the said I.C. set, and being in S. in the Parish of St. O. in S. in the County of S. (except as in the same Lease is excepted) To have and to hold the same from the Feast of the nativity of St. *John* Baptist next coming after the date of the same lease, unto the end and term of ten years, and one quarter of a year from thence next ensuing, and fully to be compleat and ended, yielding and paying therefore yearly, during ten years of the said term of ten years, and one quarter of a year to the said

I. his Executors or Assigns, twenty and four pounds of lawful money of *England*; at four terms of the year, that is to say, at the Feast of St. *Michael* the Arch-Angel, the Birth of our Lord God, the Annunciation of our Lady, and the Nativity of St. *John* Baptist, or within fifteen dayes next after every of the said Feast-dayes by even portions. And for the last quarter of a year, six pounds at the Feast of St *Michael* the Arch-Angel, next ensuing, the said term of ten years, or within fifteen dayes then next following, as by the same lease more at large appeareth; If therefore the said H B. his Executors or Assigns, do yearly, and every year during the said term of ten years, well and truly yield and pay, or cause to be yielded or paid to the said I.C. his Executors or Assigns, the said yearly Rent of twenty and four pounds at the said four Feasts or Terms of the year mentioned in the said Lease or within fifty dayes next after every of the said Feast-dayes, by even portions, and the said sum of six pounds at the said Feast of St. *Michael* the Arch-Angel, next after the end of the said ten years or within fifteen dayes then next following, according to the tenure and true meaning of the same Lease; That then this Obligation to be void and of none effect. Or else to be in full force and vertue.

A Defeazance on a Recognizance, or Statute-staple.

THis Indenture made the one and twentieth day of *August*, *An. Dom.* 1634. and in the tenth year of the Reign of our Soveraign Lord *Charles* by the Grace of God, King of *England*, *Scotland*, *France* and *Ireland*: defender of the Faith, *&c.* Between I.B. Citizen and Salter of *London*, of the one part, and G.B. Citizen also, and Salter of L. of the other part; Witnesseth, That whereas the said G.B. by a certain Recognizance of the nature of a statute of the staple, made and provided for the Recovery of debts, taken, recognized and sealed before Sir I C. Knight, Mayor of the staple of W. and E.L. Esq; Recorder of the City of L. bearing date with these presents, standeth and is bound unto the said I.B. in the sum of four hundred pounds of lawful money of E. payable, as by the same Recognizance more at large appeareth: Nevertheless, the said I.B. is contented and agreed, and doth covenant, promise and grant for himself, his heirs, executors and administrators, to and with the foresaid G.B. his heirs, executors and administrators, and to and with every of them by these presents; That if the said G B. his heirs, *&c.* or any of them do pay, or cause to be paid unto the said I.B. his executors, *&c.* or any of them, at or in the now dwelling house of the said I.B. scituate in the Parish of St. A.H. *Lond.* the sum of two hundred and eight pounds of law-

lawful money of E. on the three and twentieth day of F. next coming after the date of these presents without fraud or coven; That then the aforesaid Recognizance shall be utterly void and of none effect, or else to remain in full force, strength, and vertue; In witness whereof the parties first above named to the present Indentures, interchangeably have set their hands and seals, dated the day and year first above written.

A Declaration that a mans name in a conveyance of Land, was only in trust.

TO all to whom these presents shall come, I.S.V. of L. Goldsmith, sends greeting, Whereas I.R. of, *&c.* in the County of S. Gent. lately purchased of Sir I.W. of, *&c.* all that Barn and yard, with the appurtenances, parcel of, or belonging to the late Rectory of B.S. in the County of S. now or late in the tenure and occupation of the said I. R. his assignee or assignees, which said premisses were by the direction and appointment of the said I.R. conveyed by the said, *&c.* to me the said S. V. and my heirs, as by the said Conveyance thereof, bearing date the five and twentieth day of *September* last past may appear, which said Conveyance was so made to me only in trust, to and for the benefit of the said I.R. and his heirs; Now know ye, that I the said S.V. do hereby acknowledg and declare, that I am nominated partly in the said recited Deed of Bargain and Sale, by and upon the behalf of the said I.R. and that I am therein trusted only by and for him the said I.R. and his heirs, and that I do not claim to have any right or interest in the said barn and premisses, or any part thereof, by the said Conveyance so made to me, or otherwise to my own use or benefit, but only to and for the sole use and benefit of the said I.R. and his heirs; And I the said S. V. do for my self, and my heirs, covenant to and with the said I.R. and his heirs by these presents, That I the said S.V. and my heirs, shall and will at any time hereafter upon request, and at the costs and charges of the said I.R. and his heirs, by good assurance and conveyance in Law, convey the said barn and premisses to the said I.R. and his heirs, or to such other person or persons as he shall nominate, direct or appoint. In witness whereof I. the said S. V. have hereunto put my hand and seal the, *&c.* day of, *&c.* in the year of our Lord God, One thousand six hundred fifty and one.

A

A Grant of Lands in Fee, in consideration of money, and in further consideration of Exchange of other Lands.

THis Indenture made, *&c.* between, *&c.* Witnesseth that the said L. G. and also for and in consideration of a certain competent sum of lawful money of *England* to him in hand before the ensealing and delivery of these presents, by the said I.B. well and truly paid, and for and in consideration of other Lands, Tenements and Hereditaments by the said I.B. conveyed and assured to the said L.G. and his heirs in exchange; Whereof and wherewith the said L. G. acknowledgeth himself fully satisfied and contented, and thereof, and of every part and parcel thereof, clearly acquitteth and dischargeth the said I.B. his heirs and assigns, by these presents hath bargained, sold, aliened, enfeoffed and confirmed, and by these presents doth fully and clearly bargain, sell, alien, enfeoffe and confirm in exchange unto the said I.B. and his heirs, All that Scite, and capital Messuage or Tenement with the Appurtenances scituate, *&c.* now being in the tenure or occupation of the said L. G. or his assigns, and all and every the barns, stables, out-houses, orchards, gardens, and other appurtenances to the said Messuage or Tenement belonging, or in any wise appertaining, and all and every other the Lands, Meadows, Pastures and Closes therewith occupied by the said L.G. and being in E. aforesaid; And all that Messuage or Tenement, with the Appurtenances scituate and being in E. aforesaid, and 30 acres of land, meadow, and Pasture thereunto belonging, now or late in the tenure, *&c.* And all that Messuage, *&c.* and all that Cottage, *&c.* and all and every the Commons, Wastes, Grounds, Leys and other Appurtenances to the premisses or any of them belonging, or in any wise appertaining; And all and every other the Lands, Tenements and Hereditaments scituate, lying and being in *E.* aforesaid, with all and singular the appurtenances, whereof E.G. Esq; Father of the said L. died seized of an estate of inheritance, and the Reversion and Reversions of the premisses, and of every part and parcel thereof, and all and every the Rents and yearly profits whatsoever, reserved upon whatsoever lease, demise or grant, leases demises or grants made of the premisses, or of any part thereof, except and alwaies reserved out of this present grant, bargain and sale to the said L.G. his Heirs and Assigns, the Parsonage of C. and the Parsonage House and Grounds thereunto belonging, within, *&c.* now in the occupation of R.B. Clerk, and also except, *&c.* And also the said L.S. for the said Consideration hath bargained and sold, and by these presents doth, *&c.* to the said I.B. and his heirs,

and

and all and every the Deeds, Evidences, Eſcripts and Minuments whatſoever, touching or concerning only the Premiſſes, or only any part or parcel thereof, all and every which Deeds, Evidences and Writings, or as many of them the ſaid L.G. now hath, or any other to his uſe, or by his delivery hath or have, which he may lawfully come by without ſuit in the Law: The ſaid L.G. Covenanteth and Granteth by theſe preſents, for himſelf, his heirs, executors and adminiſtrators, to and with the ſaid I.B. his heirs and aſſigns, ſafely to deliver to the ſaid I.B. his heirs and aſſigns, before the Feaſt of St. *Michael* the Arch-Angel, next enſuing the date hereof, whole and uncancelled, to have, hold, and enjoy the ſaid Capital Meſſuage or Tenement, and all and every the ſaid Meſſuages, Tenements, Lands, Meadows, Paſtures, Commons, and all and every the other Premiſſes, with the Appurtenances to the ſaid I.B. his heirs and aſſigns for ever, to the only uſe and behoof of the ſaid I.B. his heirs and aſſigns for ever; And the ſaid L.G. for himſelf, his heirs, executors and adminiſtrators, and every of them, doth covenant, promiſe and grant to and with the ſaid I.B. his heirs and aſſigns, that he the ſaid L.G. is and ſtandeth at the enſealing and delivery of theſe preſents, and ſo ſhall be at the expiration of the firſt eſtate of inheritance, of and in the premiſſes to the ſaid I.B. ſolely, lawfully and rightfully ſeized of a good, lawful, perfect and rightful eſtate in the Law in Fee-ſimple, of and in the ſaid Capital Meſſuage or Tenement with the Appurtenances, and of and in all and every the ſaid Meſſuages, Tenements, Lands, Meadows, Paſtures, and all and every other the Premiſſes with the Appurtenances, and of and in every part and parcel thereof, to the proper uſe of the ſaid L.G. and his heirs for ever, without any manner of Condition, and without any Reverſion or Remainder thereof, or of any part thereof in the King's Majeſty, his Heirs or Succeſſors, or of any other perſon or perſons whatſoever, and that he hath good right, juſt and true title, and lawful authority to bargain, ſell and aſſure the ſame to the ſaid I.B. and his heirs, according to the tenure and true meaning of theſe preſents; And alſo the ſaid L.G. for himſelf, his heirs executors and adminiſtrators, and every of them, doth covenant, promiſe and grant to and with the ſaid I.B. his heirs and aſſigns, by theſe preſents, that the ſaid I.B. his heirs and aſſigns, ſhall and lawfully may from hence for ever peaceably and quietly have, hold, occupy and enjoy the ſaid Capital Meſſuage or Tenement, and all and every other the Premiſſes with the Appurtenances, without any manner of let, trouble or interruption of the ſaid L.G. his heirs or aſſigns, or of any perſon or perſons claiming, by, from or under any the Anceſters of the ſaid L.G. clearly diſcharged or for ever hereafter ſufficiently ſaved harmleſs by the ſaid L.G.

his

his heirs and assigns, of and from all and every other bargains, sales, estates, leases, statutes-Merchant, and of the staple Recognizances, Judgements, Joyntures, Dowers, Annuities, Fines, *&c.* and of and from all and every other charges and incumbrances whatsoever, by the said L. G. or any of his Ancestors, had, made, committed or done, or willingly suffered before the ensealing and delivery of these presents, or before the execution of an estate and seizin of and in the premisses to the said I. B. his, *&c.* except the rents and services to be due and done to the chief Lord or Lords of the Fee or Fees of the premisses in respect only of the Seigniory thereof, and also except one Lease and Demise made by the said E. G. of the said Tenement now in the occupation of the said I. R. for term of certain years; which shall expire within 9 years now next coming, whereupon is reserved the yearly rent of 30 shillings; And one Lease and Demise made to, *&c.* for certain years not exceeding the term of 17 years now to come, whereupon is, reserved, *&c. ut prædict.* or for certain years, whereof there are now to come above the number of 17 years, and whereupon is reserved, *&c.* which said several yearly rents, and every of them, shall continue and be payable to the said I. B. his heirs and assigns, during the continuance of the said several Demises. And also the said L. G. covenanteth and granteth by these presents, for himself, his heirs, executors and administrators, to and with the said I. B. his heirs and assigns, that he the said L. G. and A. his Wife, and the heirs of the said L. and all and every other person and persons, and their heirs, having, or that shall have any right, estate or interest of or in the premisses, or any part thereof, by, from or under the said L. G. or by, from or under any of his Ancestors, shall and will from time to time during five years now next ensuing, at the reasonable request, costs and charges of the said I. B. his heirs and assigns, do, make and execute, or cause, knowledge and suffer to be done, all and every such further act and acts, thing and things, device and devices in the Law whatsoever, be it by Deed or Deeds, inrolled, or not inrolled, Fine, Feoffment, Recovery, with double or single Voucher or Vouchers, release, confirmation, or otherwise with warranty against the said L. G. and his heirs, and the Ancestors of the said L. G. or otherwise without warranty for the further, better and more perfect assurance, surety and sure-making of the said Capital Messuage or Tenement, Lands, Meadows, Pastures, and all and every other the premisses with the appurtenances to the said I. B. his heirs and assigns, as by the said I. B. his heirs or assigns, or his or their Council learned in the Law shall be reasonably devised or advised: In witness, *&c.*

Articles concerning Lands purchased until the Covenants could be made.

Articles of agreement indented, made, concluded and agreed upon the day of Sept. between H.D. of E. in the C. of H. Gent. of the one part, and F.R. of the Parish of S.M. in the fields in the C. of M. T. of the other part, viz.

Imprimis, the said H.D. (for the consideration hereafter in these presents mentioned and expressed) for himself, his Heirs, Executors and Administrators, and every of them, doth covenant, promise and grant to and with the said F.R. his Heirs, Executors, Administrators and Assigns, and every of them by these presents, that he the said H.D. and his Wife, their Heirs, Executors, Administrators and Assigns, shall and will at the proper costs and charges in the Law of the said F.R. his Heirs, Executors, Administrators or Assigns, by or before the tenth day of *October*, now next coming after the date of these presents, make, seal, deliver, do, execute and acknowledg all and every such Act and Acts, Deed and Deeds, Fine and Fines, Assurance or Assurances, or other Conveyances in the Law whatsoever, as he the said F.R. his Heirs, Executors or Assigns, or his or their Council learned in the Law shall reasonably devise, advise or require for the sure conveying, setling, assuring and sure-making unto the said F.R. his Heirs, Executors, Administrators and Assigns for ever, All that Messuage or Tenement with all the Appurtenances thereunto belonging or appertaining, as the same now is in the occupation of P. A. Pewterer, his Assignee or Assignees; And of all that Messuage or Tenement with all the Appurtenances thereunto belonging or appertaining, as the same now is in the tenure or occupation of S. Chandler, his Assignee or Assignees: And of all that room or shop with the Appurtenances, now in the occupation of W. Cheese-monger, all which premisses are scituate, lying and being on the South-side of the High-street commonly called Fleet-street *London*, over against the Conduit at or next the corner turning into *Salisbury* Court there.

In consideration whereof he the said F.R. for himself, his Heirs Executors and Administrators doth Covenant, promise and grant to and with the said H.D. his Heirs, Executors, Administrators and Assigns, and every of them by these presents, that he the said F.R. his Heirs, Executors, Administrators or Assigns, or some of them, shall and will well and truly satisfie, content and pay, or

or cauſe to be ſatisfied, contented and paid unto the ſaid H.D. his Heirs, Executors, Adminiſtrators or Aſſigns, the full ſum of five hundred and ten pounds of lawful money of *England* in manner and form following; *viz.* Ten pounds thereof at the enſealing and delivery of theſe preſents, the receipt of which ſaid ten pounds, the ſaid H.D. doth hereby acknowledg and confeſs, and thereof doth clearly and abſolutely exonerate, acquit and diſcharge the ſaid F.R. his Heirs, Executors and Adminiſtrators for ever by theſe preſents; And the other five hundred pounds reſidue, and in full payment thereof forthwith and immediately after that he the ſaid H.D. and A. his Wife, their heirs, executors or aſſigns, ſhall have levyed and acknowledged to the ſole and only proper uſe and behoof of the ſaid F.R. his Heirs, Executors, Adminiſtrators and Aſſigns, (in due form of Law) ſuch conveyances and Fine or Fines, of all the premiſſes with their appurtenances before mentioned or intended to be ſold unto him the ſaid F.R. his Heirs, Executors or Aſſigns, as the Councel learned in the Law of the ſaid F. R. his Heirs, Executors, Adminiſtrators or Aſſigns ſhall reaſonably deviſe, adviſe or require, without covin or delay.

Item, It is agreed between all parties to theſe preſents, That all Aſſurances and Conveyances, and all Fine or Fines hereafter to be had, levyed and acknowledged of all the Premiſſes before mentioned, ſhall be and enure, and ſhall be deemed, conſtrued and taken to be and enure, to the ſole and only proper uſe, benefit and behoof of him the ſaid F.R. his Heirs, Executors, Adminiſtrators and Aſſigns for ever, and to no other uſe, intent or purpoſe whatſoever.

Laſtly, It is agreed, That if the ſaid D. doth not travel up in perſon to the Cities of *London* or *Weſtminſter*, for to levy and acknowledg ſuch Fine or Fines, or other Conveyances, as ſhall be requiſite for the ſure ſetling of the premiſſes unto the ſaid F. R. his Heirs, Executors and Aſſigns in form afore-mentioned, then he the ſaid H.D. his Heirs, Executors or Aſſigns, ſhall pay and allow unto the ſaid F.R. his Heirs, Executors or Aſſigns, at the acknowledging of ſuch Fines, the ſum of ten ſhillings ſterling, for and towards his charges, in procuring of a Writ called *Dedimus poteſtatem* to enable her the ſaid D. to acknowledg the ſame Fine in the Countrey. In witneſs, *&c.*

Bonds to perform Covenants.

A Plain bargain and ſale to be enrolled.

THis Indenture made the day of in the ſeventh year of the Reign of our Soveraign Lord *Charles*, by the

Grace of God of *England*, *Scotland*, *France* and *Ireland*, King Defender of the Faith, *&c.* Between I.B. Citizen and Grocer of *London* of the one part, and I.D. of H. in the County of E. Esq; I. S. of *Lincolns-Inne* in the County of M. Esq; I, C. of D. in the County of H. Clerk, and R.D. Gent. second son of the said I.D. of the other part, witnesseth, That the said I.B. for and in consideration of the sum of five hundred and thirty pounds of good and lawful money of *England*, to him in hand paid by the said I.D. the receipt whereof he acknowledgeth by these presents, hath granted, bargained and sold, and by these presents doth clearly and absolutely grant, bargain and sell unto the said I.D. I.S. I.C. and R.D. their Heirs and Assigns for ever, all that Field or parcel of land, lying and being in R. in the County of E. commonly called or known by the name of Hilly Field; And all that little Marsh or parcel of Marsh ground, lying and being at or near the end of the said Field or parcel of land; And also all that great Marsh or parcel of Marsh-ground, and the little Marsh or parcel of Marsh-ground adjoyning to the same great Marsh in R. aforesaid; All which premisses do contain together by estimation thirty and five acres, be they more or less, and are set, lying and being in R. aforesaid; and now or late in the tenure and occupation of T.L. of H. in the said County of E. Esq; and the above named I.D. or one of them, or of the Assignee or Assignees of them, or one of them, and all buildings, woods and underwoods standing and growing upon the premisses, and all Wayes, Easements, Profits, Commodities and Appurtenances whatsoever thereunto belonging, and all the Reversion and Reversions, Remainder and Remainders, Estate and interest of him, the said I.B. of and in all and singular the premisses, with all and every their incidents, and all Evidences, Writings or Minuments, of or concerning the said Lands and Premisses, to have and to hold the said Field, Marshes, Marsh-grounds and premisses before mentioned, with all and every the appurtenances unto the said I.D. I.S. I.C. and R.D. their Heirs and Assigns to the only use and behoof of them the said I.D. I.S. I.C. and R.D. their Heir, Heirs and Assigns for ever. In witness, *&c.*

Articles

Articles for building.

Articles of a Covenant indented, made, concluded and agreed upon the, &c. Between I.F. of &c. of the one part, and T.B. of, &c. of the other part, as followeth, viz.

FIrſt, the ſaid T.B. and C.T. for themſelvs their Executors and Adminiſtrators do joyntly and ſeverally covenant, promiſe and grant, to and with the ſaid I.F. his Executors, Adminiſtrators and Aſſigns by theſe preſents in manner and form following, that is to ſay, that they the ſaid T.B. and C.T. their Executors, Adminiſtrators or Aſſigns, or ſome of them for the conſideration hereafter mentioned, ſhall and will forthwith take down the now dwelling-houſe of the ſaid I.F. ſcituate and being in St. M. lane in the Pariſh of St. M. in the Fields aboveſaid, and in the room thereof ſhall make, erect, build and ſet up one new Tenement or dwelling houſe to contain thirty feet and a half in width or near thereabouts, and in length thirty and ſix feet, or near thereabouts, and ſhall make one Celler of the ſame length and breadth, and ſhall make two rooms upon each floor, the one forward and the other backward, and ſhall make the Celler ſix foot and a half deep, the Story over the ſame Celler nine feet deep, the Story over the ſame Story nine feet deep likewiſe, the half Story over the ſame Story ſeven feet and a half deep, and the Garrets, over the ſaid half Story, three foot and a half to the top of the raiſing piece, and ſhall make one ſtack of Chimnies to contain ten fire rooms of ſuch largeneſs as the room will conveniently afford, and ſhall make them ſufficient to carry away the ſmoke without any annoyance; And ſhall pave the Celler with good and well burned bricks, and ſhall lay all the foot paces with green and yellow tyles, ſaving the Cellers which are to be laid with brick, and the dining room which is to be laid with Galley tyles; and ſhall make the walls on the South ſide, the fore-front; and the back ſide according to his Majeſties Proclamation, and ſhall provide and ſet up all manner of timber to be uſed about the ſame building of good and ſufficient foantlings, and ſhall lay all the floors with good ſeaſoned *Norway* deal boards well ſhot and plained, and cloſely laid and well nailed, and ſhall make good and eaſie ſtairs of Elme boards, ſo large and ſpacious as the room will afford, and ſhall well and ſufficiently tyle all the ſaid Building with good Tyles and Lath, the Tyling with hart Laths; and ſhall lay all the Walls, Sealings and Partitions with Lime and Hair, and ſhall make a good and ſufficient beaten deal door towards the Street, and ſhop windows ſuitable to the ſame, and ſhall ſet one ſufficient

lock and bolt to the ſtreet door, one bolt to the back-door, and one bolt to the Celler door, and ſhall make one ſufficient door to every room, and hang them with ſufficient hooks and hinges, and ſhall make ſufficient caſements to all the windows, that is to ſay, four in the dining-room, two in the next room over the dining-room, two in the half Story, and one in the Garret, one in the room next over the Celler backward, and one in each room over the ſame room, and ſhall make all the windows as large and convenient for light as the rooms will afford, and ſhall make ſuch lights for the Stairs in the ſide walls as ſhall be fitting and convenient, and ſhall make or do, or cauſe to be made and done, all the Plumbers work and Glaſiers work, of and belonging to the ſaid building well and ſufficiently, and ſhall colour all the outſide of the windows, doors, ſhutting windows and the Poſts at the doors with oyl of a ſtone-colour, and the Inner ſide of the window of the lower room backward, and the Inner ſide of all the windows of every room above Stairs with ſize of the ſame colour: And ſhall make creſting-boards to every window, and ſhall make a Pent-houſe covered with tyles over the ſtreet-door and ſhop-windows the whole breadth of the fore-front, and ſhall ſet up two fair turned Poſts at the ſtreet-door with two Benches to ſit on; and alſo ſhall ſet up one viſe-board in the ſhop of Oak, four inches thick, two foot broad, and eight foot long; make one brick wall of ſeven foot high with the Coping, one brick in length thick, and thirty foot long or thereabouts to ſever the yard of the ſaid I F. from the yard now in the occupation of L. S. L. and alſo ſhall remove the Cole houſe now ſtanding in the yard of the ſaid I.F. from the place where it now ſtandeth to the upper end of the yard, and alſo ſhall make one ſhop with a room or chamber over it, which ſhall adjoyn up cloſe to the ſaid Cole-houſe; And the ſaid new brick wall which is to be built for the dividing of the ſaid yard, which ſaid ſhop or ſhed and room over it, is to contain in length thirteen feet, in breadth nine feet, and in height up to the eves ſeven feet, and ſhall cover it with tyles, and lay all the walls with loam and lime and hair rendred upon; And ſhall make one forge Chimney and a Hearth to it, and a frame to hang a pair of bellows on, and ſhall ſet up two viſe-boards, the one below, and the other above ſuch, as the ſaid I. F. ſhall provide, and ſhall make two ſhutting windows, the one below, and the other above, and hang them with hinges, and ſhall make the floor of the chamber or room above of ſufficient joyſts and boards, and ſhall make a ladder to go up thereinto with flat ſteps, and ſhall find and provide at their coſts and charges all and all manner of tyles, bricks, laths, nails, lead, iron, ſand, lime, loam, hair, ſcaffold-

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ing, ſtuff, and all other materials whatſoever which ſhall be fit and needful to be uſed in or about the ſaid buildings, and ſhall carry away all the rubbiſh, loam and earth whatſoever, which ſhall ariſe by reaſon of the ſaid building, and alſo ſhall make one good and ſufficient gutter to carry the water out of the yard into the ſtreet, and ſhall and will well and workmanlike frame, erect, ſet up and finiſh all the ſaid building in and by all things that belongeth to the works of a Carpenter, Brick-layer, Tyler, Plaſterer, Plumber, Smith and Glaſier, at or before the four and twentieth day of *Auguſt*, now next coming after the date hereof.

In Conſideration of which ſaid building to be done and finiſhed in manner and form aforeſaid, the ſaid I. F. for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid T. B. and C. T. their Executors, Adminiſtrators and Aſſigns by theſe preſents in manner and form following, that is to ſay, that the ſaid I. F. his Executors, Adminiſtrators or Aſſigns, or ſome of them, ſhall and will truly pay or cauſe to be paid unto the ſaid T. B. and C. T. their Executors, Adminiſtrators or Aſſigns, at or in the now dwelling houſe of A. T. Shooemakers, ſcituate and being in St. M. Lane aforeſaid, the ſum of one hundred pounds of lawful money of *England*, at three ſeveral payments in manner and form following, that is to ſay, thirty three pounds ſix ſhillings and eight pence thereof in hand, at and before the enſealing and delivery hereof, the receipt whereof the ſaid T. B. and C. T. do hereby acknowledg and confeſs, and thereof and of every part and parcel thereof do clearly acquit, exonerate and diſcharge the ſaid I. F. his Executors and Adminiſtrators, and every of them, for ever by theſe preſents; other thirty three pounds ſix ſhillings and eight pence thereof when the whole building is framed, the Chimneys ſet up, and the roof tyled, and other thirty three pounds ſix ſhillings and eight pence thereof reſidue and in full payment of the ſaid ſum of one hundred pounds when the whole building is fully ſet up and in every reſpect finiſhed; And further, that the ſaid T. B. and C. T. their Executors, Adminiſtrators or Aſſigns, ſhall have and take to his and their own uſes all the timber, boards and other materials whatſoever to be pulled down in or about the ſaid old houſe, and uſe ſo much thereof in the new buildings as ſhall be good, ſound and ſerviceable; In witneſs, *&c.*

Articles between two Joynt purchaſers for dividing the rent, and avoiding ſurvivorſhip.

Articles of Agreement indented, made, concluded, and agreed upon the day of Auguſt. Between P. D. of S. P. C. within the Pariſh of S. M. in the Fields, in the County of M. Victualler, of the one part, and L. D. of the Pariſh of S. M. in the Fields aforeſaid, Citizen and Merchant-Taylor of L. of the other part, viz.

IMprimis, Whereas G. G. of the Pariſh of St. M. in the Fields aforeſaid, G. by his Indenture of leaſe bearing date the eleventh day of M. in, *&c.* for the conſideration therein expreſſed, did demiſe, grant, and to farm-let unto T. N. then of the City of W. in the ſaid County of M. Taylor, All that piece or parcel of ground parcel of the Earl of B. paſture, called Covent-Garden and long Acre, or one of them butted and bounden, and containing ſuch length and breadth, as in the ſaid Indenture is expreſſed, together with all that Meſſuage or Tenement thereon, or one part thereof, then lately erected and built by the ſaid G. G. containing a Kitchin, a Cellar, a Shop, and Back room over the ſaid Kitchin, and Cellar, and ſix Chambers over the ſame Shop and Back-room, with Studies and other Conveniences, thereunto belonging; Together likewiſe with a Well, a Houſe of Office, and Croſs Partition-wall then lately built on the ſaid ground, together alſo with all lights, eaſements, water-courſes, profits and Emoluments whatſoever to the ſaid premiſſes belonging, and all wayes and paſſages then uſed, or which then after ſhall be laid forth and uſed, to and for the ſaid new erected building, all which premiſſes are ſcituate, lying and being in the Pariſh of St. M. in the Fields aforeſaid; To have and to hold unto the ſaid T. N. his Executors, Adminiſtrators and Aſſigns, from the Feaſt day of the Annunciation of our bleſſed Lady, Saint *Mary* the Virgin, then next enſuing the date of the ſaid Indenture of Leaſe, unto the full end and term of twenty and one years from thence next enſuing, fully to be compleat and ended, at and for the yearly Rent of ſix and twenty pounds of lawful money of *England* payable; As in and by the ſaid recited Indenture of Leaſe, amongſt divers Covenants, Grants, Clauſes, Conditions and Agreements therein contained, more at large doth and may appear: And whereas the ſaid T. M. by his Indenture of Leaſe bearing date the ſixteenth day of M. in the, *&c.* for the conſideration therein expreſſed, did Demiſe, Grant, and to Farm-let unto P. P. of *London* Gent. the ſeveral Rooms, Chambers, Eaſments and Commodities, in

in the ſaid Indenture particularly mentioned and ſet down, being part and parcel of the Meſſuages, or Tenements wherein the ſaid T.N. did then, or of late theretofore inhabit and dwell together, with all ways, Lights, Eaſments, Water-courſes, and amongſt others thoſe that fell in the common Sewer at that preſent through the Tenements, that the ſaid N. did then poſſeſs, and all Profits, Commodities and Appurtenances whatſoever, to the ſaid ſeveral Rooms and Premiſſes belonging, and appertaining as the ſame were then ſevered, divided, parted and allotted out for the uſe and occupation of the ſaid P.P. To have and to hold the ſaid Rooms and Premiſſes unto the ſaid P.P. his Executors, Adminiſtrators and Aſſigns, from the day of the date of the ſaid laſt mentioned Indenture of Leaſe, unto the full end and term of Fourteen years from thence next and immediately enſuing; and fully to be compleat and ended; At and for the yearly Rent of four and twenty pounds payable, as in and by the ſaid laſt recited Indenture of Leaſe, amongſt divers Covenants, Clauſes, Conditions and Agreements therein contained, more at large alſo it doth and may appear, the Eſtate, Right, Title, Intereſt and Term of years to come of him the ſaid T.N. of, in, and to all the above-recited premiſſes, and every part thereof, is lawfully come and veſted in the above-named P.D. and L.D. by force and vertue of one Indenture of Aſſignment bearing date the Six and twentieth day of *May* laſt paſt, before the date of theſe preſents, made and granted by the ſaid T.N. unto the ſaid P.D. and L.D. as in and by the ſaid Indenture of Aſſignment, amongſt other things therein alſo contained, more at large likewiſe appeareth; And whereas alſo the ſaid P.D. and L.D. by their Indenture of Leaſe bearing date the Twentieth day of *June* laſt paſt, before the date of theſe preſents (for the conſideration therein expreſſed) did demiſe, grant, and to farm-let unto G.D. of the Pariſh of St. C.D. in the ſaid County of M. Citizen, and Painter-ſtainer of *London*, all that Meſſuage or Tenement, being part of the Premiſſes firſt above recited containing the ſeveral Rooms particularly in the ſaid laſt mentioned Indenture expreſſed, with the Yard, Garden-plat and Houſe of Office, and all Lights, Eaſments, Ways, Paſſages, Profits, Commodities and Appurtenances whatſoever, to the ſaid premiſſes belonging or in any wiſe appertaining, (except out of the ſaid laſt demiſe as in the ſaid Indenture is excepted) to hold the ſaid premiſſes unto the ſaid G.D. his Executors, Adminiſtrators and Aſſigns, from the Feaſt of the Nativity of St. *John Baptiſt* next enſuing the date of the ſaid laſt mentioned Indenture of Leaſe unto the full end and term of twelve years and half a year, two Months and fourteen dayes from thence next enſuing, and fully to be compleat and ended, at and for the yearly rent

of

of thirty pounds payable, as in and by the ſaid laſt recited Indenture of Leaſe amongſt divers other Covenants, Clauſes and Agreements therein alſo contained, more at large likewiſe appeareth; and whereas further the ſaid P.D. and L.D. by one other Indenture of Leaſe bearing date the twentieth day of *July* laſt paſt before the date of theſe preſents (for the conſideration in the ſame Indenture expreſſed,) did Demiſe, Grant, and to Farm-let unto W.H. Citizen and Fiſhmonger of *London*, all that Meſſuage or Tenement with the Yard behind the ſame, and the Houſe of Office in the ſame Yard ſtanding, being parcel likewiſe of the ſaid premiſſes firſt above recited, for the term of twelve years, one half year, two months, and fourteen dayes, commencing from the Feaſt-day of the Nativity of St. *John Baptiſt* laſt paſt before the date of the ſame Indenture of Leaſe, for and under the yearly rent of ten pounds and ten ſhillings, payable likewiſe, as in and by the ſaid laſt mentioned Indenture of Leaſe amongſt divers covenants, clauſes and agreements in the ſame Indenture of Leaſe contained more at large alſo appeareth.

Now it is covenanted, concluded and agreed by and between the ſaid parties to theſe preſents, and the true intent and meaning of either of them is, that foraſmuch as either of the parties above named have diſburſed and paid their ſeveral equal ſhares and proportions of money for the purchaſe of the Premiſſes above recited, that the ſeveral rents of thirty pounds, fourteen pounds, and ten pounds ten ſhillings upon and by the ſaid ſeveral mean Indentures of Leaſes, above recited reſerved, (the ſaid yearly rents of ſix and twenty pounds, reſerved upon the ſaid firſt recited original Indenture of Leaſe payable to the above named G G. his Executors, Adminiſtrators or Aſſigns, for all the before recited Premiſſes being firſt paid and diſcharged) ſhall be equally divided and ſhared between the ſaid parties, parties to theſe preſents, ſhare and ſhare like; and if it ſhall happen either of the ſaid parties to die before the end and expiration of the term and terms of years in the ſaid ſeveral Indentures of Leaſes before recited, or in any or either of them now to come and unexpired, that then and from thenceforth, it ſhall and may be lawful to and for the Executors, Adminiſtrators and Aſſigns, of the party deceaſing, to have, occupy, receive, take and enjoy the full and entire moity or half-part of all the rents, iſſues and profits of all and ſingular the before recited premiſſes with the appurtenances, in as large and ample manner and form to all intents and purpoſes, as the party ſo doing ſhould or ought to have done, if he had lived, and were then living, any Grant, Reſtraint, Proviſion, Statute or Ordinance to the contrary notwithſtanding, and that neither of the ſaid Parties, nor the Executors, Adminiſtrators or Aſſigns of them

them, or either of them, ſhall or will at any time or times hereafter take, demand or receive any of the rents above reſerved, or make or give any diſcharge or acquittance of or for the ſame, or any part or parcel thereof, without the knowledge, aſſent or conſent of the other party, his Executors, Adminiſtrators or Aſſigns, firſt had and obtained in Writing under his or their hand or hands.

Item, It is further Covenanted, Concluded and Agreed unto by and between the ſaid parties to theſe preſents, that neither of the ſaid parties nor the Executors, Adminiſtrators or Aſſigns of them, or either of them, ſhall or will at any time or times hereafter, Grant, Bargain, Sell, Aſſign, Surrender or ſet over his or their Eſtate or Eſtates, Right, Title, Intereſt, term and Terms of years to come of, in or to all or any part of the before recited Premiſſes with the Appurtenanees, to any perſon or perſons whatſoever, without the knowledge, conſent or refuſal of the other party firſt had, (he paying as much as any other ſhall or will give and pay, (*bona fide*) for the ſame) or ſhall or will take or endeavour to take any new Leaſe for Years, Lives, or otherwiſe, or any other grant whatſoever of the before recited Premiſſes, or any part or parcel thereof in Reverſion after the expiration of the term of years they now have and enjoy in the ſaid recited Premiſſes, by force and vertue of the ſaid firſt recited Indenture of Leaſe made from the ſaid G.G. to the ſaid T.N. as aforeſaid, either from the ſaid G.G. his Executors, Adminiſtrators or Aſſigns. from the Right Honourable the Earl of B. his Heirs or Aſſigns, or any other immediate Tenant or Farmer, claiming from, by or under them or any of them, without the knowledge, aſſent, conſent or refuſal likewiſe of the other party, his Executors, Adminiſtrators or Aſſigns, in Writing under his or their hand or hands, or before ſufficient witneſſes firſt had and obtained.

Laſtly, It is Covenanted Concluded and fully agreed upon, by and between the ſaid parties to theſe preſents, that all and every the ſeveral Deeds and Writings before recited, ſhall be reputed, deemed and taken to be and enure to the joynt uſe and uſes, benefits and commodities of both the ſaid parties, their Executors, Adminiſtrators and Aſſigns, and to no other uſe, intent or purpoſe whatſoever, and that the party, his Executors, Adminiſtrators or Aſſigns, ſo keeping the ſame Writings, ſhall and will upon the reaſonable requeſt or requeſts of the other party, his Executors, Adminiſtrators or Aſſigns, at all times hereafter produce and bring forth, and be ready to ſhew all and every, or ſo many of the ſame Writings that ſhall be required at his or their hands, either for the producing and getting of a further time or title, of and in all or any part of the before recited premiſſes, or for the maintenance

nance of the title of the premiſſes, (if it ſhould be queſtioned) as for the ſealing and conveying away of all his or their Eſtate or Intereſt, of and in the moity of all or any part of the ſaid recited premiſſes without covin or delay. In witneſs whereof, *&c.*

Articles to ſurrender Copy-hold Lands, till the ſurrender can be had.

Articles of Agreement, indented, had, made, concluded and agreed upon the day of January Between P.C. *of* B. *in the County of* W. *Gent. of the one part, and* H.H. *of* M.T.L. *Gent. of the other part;* as followeth.

IMprimis, whereas the above named P.C. now ſtandeth lawfully ſeized in his demeaſn, as of fee according to the Cuſtom of the Mannor of B. aforeſaid, after the deceaſe of T.C. Widow, of and in one copy-hold or cuſtomary Meſſuage, together with a Garden, Back-ſide, Out-houſe and other appurtenances thereunto belonging, ſcituate in the upper ſtreet in B. aforeſaid, and parcel of the aforeſaid Mannor. And whereas the ſaid P C. is now poſſeſſed of the aforeſaid Meſſuage and Premiſſes with the Appurtenances, by demiſe from the ſaid T.C. for a certain term ending at the Feaſt of St. *Michael* the Arch-Angel, next enſuing the date above written, The ſaid P.C. doth for himſelf, his Heirs, Executors and Aſſigns, covenant, grant and agree to and with the ſaid H.H. his Executors and Aſſigns by theſe preſents, that he the ſaid P.C. on this ſide, and before the firſt day of *Eaſter* term next enſuing, ſhall at the coſts and charges of the ſaid H.H. convey, aſſign and ſet over unto the ſaid H.H. and his Aſſigns, all the preſent Eſtate, Title and Intereſt of the ſaid P. of, in and to the ſaid Meſſuage and Premiſſes, and every part and parcel thereof with the appurtenances, and ſhall and will put the ſaid H.H. or his Aſſigns, in peaceable poſſeſſion thereof, and that the ſame ſhall be then in as good plight and repair, as now they be.

Item, The ſaid P.C. for and in conſideration of the ſum of ten pounds of lawful money of *England*, by the ſaid H.H. unto the ſaid P.C. well and truly paid, whereof the ſaid P. doth acquit and diſcharge the ſaid H. by theſe preſents, as alſo for and in conſideration of the ſum of one hundred pounds of like money to be paid by the ſaid H. to the ſaid P. as hereafter in theſe preſents is limited, doth for himſelf, his Heirs, Executors and Aſſigns, and every of them, covenant, grant and agree to and with the ſaid H.H. his Executors, and Aſſigns by theſe preſents, that he the ſaid

P.

P. C. and S. his Wife, ſhall and will before and on this ſide the ſaid firſt day of *Eaſter* term next enſuing, by uſual names ſurrender according to the cuſtom of the ſaid Mannor, into the hands of the Lord of the ſaid Mannor, the aforeſaid Meſſuage and Premiſſes with the Appurtenances, and all their eſtate, poſſeſſion, reverſion, remainder, right, title and intereſt therein, to the uſe and behoof of the ſaid H. H. his Heirs and Aſſigns for ever, and that he the ſaid P. hath now good right and title to the ſaid Meſſuage and Premiſſes with the Appurtenances, and a good eſtate therein in Fee-ſimple, according to the cuſtom of the ſaid Mannor after the deceaſe of the ſaid T. C. and ſhall make and give unto the ſaid H. H. ſuch aſſurance and ſecurity for the quiet enjoying of the Premiſſes as the ſaid P. hath had, made or given unto him by W. W. of whom the ſaid P. lately purchaſed the ſame, and ſhall and will aſſign over to the ſaid H. by ſuch ways or means, as by him or his Council learned in the Law, ſhall be reaſonably Deviſed, Adviſed and Required, all Bonds, and other collateral Security, which the ſaid P. now hath, for the ſafe and free enjoying of the Premiſſes, or any part thereof.

Item, The ſaid H. H. doth for himſelf, his Heirs, Executors and Aſſigns, covenant, promiſe and grant to and with the ſaid P. C. his Executors, Adminiſtrators and Aſſigns, and every of them by theſe preſents, that he the ſaid H. H. or his Aſſigns, ſhall and will upon the aforeſaid ſurrender made by the ſaid P. and S. his wife, and the peaceable poſſeſſion delivered of the Premiſſes in ſuch good plight and repair as they now be according to the true intent and meaning of theſe preſents, pay, content and ſatisfie unto the ſaid P. C. or his Aſſigns, the whole and juſt ſum of one hundred pounds of lawful money of *England*.

Item, it is agreed between the ſaid parties to theſe preſents, that the ſaid H. H. ſhall buy of the ſaid P. C. ſuch moveables as now be in the ſaid Meſſuages and Premiſſes, or that he ſhall be pleaſed to leave there at ſuch rates, as two men to be by the ſaid P. and H. indifferently choſen ſhall appriſe the ſame, and that the ſaid H. H. ſhall pay unto the ſaid T. C. all Rents that ſhall grow due unto her for the Premiſſes, from the day of the date of theſe preſents. In Witneſs whereof the parties above named theſe preſents, have interchangeably ſet their hands and ſeals the day and year firſt above written.

An Indenture of Covenant to ſtand ſeized to uſes, in conſideration of marriage, &c.

THis Indenture made the day of *January*, in the year of the Reign of our Soveraign Lord *Charles*, by the grace of God of *England*, *Scotland*, *France*, and *Ireland*, King, Defender of the Faith, *&c.* the ſecond, between I. F. of D. in the County of D. Gent. of the one part, and N. G. of W. K. in the ſaid County Yeoman, I. S. of S. in the ſaid County Yeoman, and W. B of S. aforeſaid, Yeoman of the the other part, witneſſeth, that for and in conſideration that the ſaid I. F. hath married A. the daughter of the ſaid N. G. and by her iſſue hath one ſon, and to the intent to provide and eſtabliſh ſome certainty of living and livelihood to be had or enjoyed by or unto the ſaid A. after his deceaſe, and for the eſtabliſhment of ſome part and portion of thoſe inheritances as is diſcended unto him the ſaid I. F. from his Anceſtours, unto his ſaid ſon I. begotten on the body of the ſaid A. and unto ſuch other iſſues as it ſhall pleaſe God to ſend him of the body of the ſaid A. for the natural affection and fatherly love he beareth unto the ſaid I. and other iſſues he may happen to have of the body of the ſaid A. and to the intent that ſhe the ſaid A. may be the better able to bring up, educate and help the ſaid I. his ſon and ſuch other child or children as he ſhall happen to have by the ſaid A. when it ſhall pleaſe God to call the ſaid I. F. out of this mortal life, if it ſhall chance that ſhe ſhall over-live the ſaid I. F. doth by theſe preſents, covenant, grant, agree to and with the ſaid N. G. I. S. and W. B. and to and with every of them, that he the ſaid I. F. his Heirs and Aſſigns, and every of them, ſhall and will from henceforth ſtand and be ſeized of and in one Meſſuage or Tenement, and Cottage, with all and ſingular the Appurtenances, ſet, lying and being in S. in the Pariſh of B. R. now in the tenure of I. L. under the yearly rent of ten ſhillings, one other Cottage, parcel of the ſaid Tenement, now in the tenure of one W. D. under the yearly Rent of five ſhillings, and of and in one other Meſſuage or Cottage, parcel alſo of the ſaid Tenement, now in the tenure of one C. B. and the yearly Rent of four ſhillings, and of and in all thoſe ſeveral Meſſuages or Cottages, adjoyning to the Farm of D. that is to ſay, one Cottage and Malt-mil, Garden, and an acre and an half of Paſture, now in the tenure of A. F. Widow, under the yearly Rent of four ſhillings, and of and in one other Meſſuage or Cottage, and Orchard, and an acre and an half of Paſture now in the tenure of one I D. under the yearly Rent of five ſhillings and four pence, and of and in that other Meſſuage or Cottage, and Garden thereunto, now in the tenure of

B.B. Widow, under the yearly rent of four ſhillings, and of and in all that other Cottage called T. now in the tenure of A. under the yearly rent of four ſhillings, and of all that other Meſſuage or Cottage now in the occupation of R.W. under the yearly rent of four ſhillings, and of and in all and ſingular the Reverſions and Reverſion, Remainders and Remainder, Rent and Rents, of, in, to, or out of all the Lands, Tenements, Meſſuages and Hereditaments aforeſaid, or any of them, and of and in any other his profits, commodities and advantages whatſoever, to the ſaid Lands, Tenements and Hereditaments, or any of them belonging, or in any wiſe appertaining, or had, uſed or occupied in or upon the ſame, to the only proper uſe and behoof of the ſaid I.F. for and during his natural life, without Impeachment of any manner of waſte, and from and after his deceaſe to the only uſe and behoof of the ſaid A. during her natural life, and from and after her deceaſe to the only proper uſe and behoof of the ſaid I. ſon of the ſaid I.F. the Father, for and during his natural life, and after his deceaſe to the uſe and behoof of the ſaid I.F. and the Heirs of the body of the ſaid A. by the ſaid I.F. lawfully begotten, or to be begotten, and for default of ſuch iſſue to the uſe of the right Heirs of the ſaid I.F. the father for ever; and it is covenanted, granted, and fully agreed by theſe preſents, by and between the ſaid parties to theſe preſents, and every of them, their, and every of their Heirs and Aſſigns, that all and every grant, feoffment, fine, recovery and other conveyance, aſſurance, aſſurances, and conveyances whatſoever, to be had, made, or executed by the ſaid I.F. his Heirs and Aſſigns, or any of them within the ſpace of five years next enſuing, of or concerning the ſaid Lands, Tenements, and other the Premiſſes aforeſaid, or of or concerning any part or parcel thereof, at all times hereafter ſhall be adjudged, deemed and taken to be only to the intents, uſes and purpoſes in theſe preſents mentioned and expreſſed, and to no other uſes, intents or purpoſes; provided alwayes, and it is agreed between the ſaid parties to theſe preſents, that it ſhall and may be lawful to and for the ſaid N.G. I.S. and W.B. or the Survivors of them, whereof the ſaid I.F. to be one, at all and every time and times, and from time to time, during the life of the ſaid I.F. at the will and pleaſure of ſuch of them four, three or two of them which then ſhall be living, whereof the ſaid I.F. to be one by their Deed or Writing, indented of all them which then ſhall be living be it four, three or two of them, ſo that the ſaid I.F. be one of them, or ſuch of them as ſhall be parties to the ſame ſealed and ſubſcribed, to alter, determine, diminiſh, change or enlarge any or all the aforeſaid uſe or uſes before declared of the Premiſſes, or any part thereof, the uſe and eſtate, before limited, declared

clared or appointed to the ſaid A. Wife of the ſaid I. F. for the term of her life only excepted, and by the ſame, or any other ſuch Writing indented, ſealed and ſubſcribed, as is aforeſaid to limit and appoint, give or grant, the uſe or uſes of the Premiſſes, or any part thereof to the ſaid perſons, or any of them, or to any other perſon or perſons in fee-ſimple, fee-tail for life, lives or years, or otherwiſe, and that after ſuch alteration, determination, enlarging, limitation or appointing of any the uſe or uſes aforeſaid, or of any parcel thereof, the uſe only of ſuch and ſo much of the Premiſſes, whereof any ſuch alteration, determination or enlarging of any uſe or uſes aforeſaid, ſhall be as is aforeſaid, had or made, ſhall be, and ſhall be deemed and adjudged to be to ſuch, and thoſe perſon and perſons, and to ſuch and thoſe uſe and uſes, and in ſuch and the ſame manner and form, as by ſuch Writing ſubſcribed and ſealed, as is aforeſaid, ſhall be declared only, and to any other or others, perſon and perſons, uſe or uſes, or in any other manner or form, any thing in theſe preſents contained to the contrary notwithſtanding, always ſaving and preſerving the ſaid uſe and eſtate before limited and declared to the ſaid A. for the term of her natural life, as is aforeſaid, *&c.*

An aſſignment of a Bond by way of a collateral ſecurity.

KNow all men by theſe preſents, that whereas T. M. of the Pariſh of *Clendon* in the C. of *Wilts.* Gent. and W. M. of the Pariſh of *Cheredon* in the ſaid C. of *Wilts.* Gent. by their Obligation dated the, *&c.* ſtand joyntly and ſeverally bounden unto me H. T. Citizen and Salter of *London*, in rhe penal ſum of one hundred pounds of good and lawful money of *England*, with condition thereupon endorſed for payment of fifty and two pounds of like good and lawful money on the, *&c.* next enſuing, the date of the ſaid obligation, as by the ſame it doth and may appear. Now I the ſaid H T. for the better ſecurity of the like debt, for which I have given bond, and for other good cauſes and conſiderations me hereunto moving, do by theſe preſents make, conſtitute, ordain, and in my ſtead and place put and authorize D. M. of the Inner Temple *London* Gent. my true and lawfull Deputy and Attorney irrevocable for me and in my name, but to the ſole uſe and behoof of my ſaid Atturney, his Executors, Adminſtrators and Aſſigns, to ask, demand, receive and take of them, the ſaid T. M. and W. M. or either of them, their or either

ther of their Executors, Administrators or Assigns, the said sum of fifty and two pounds; and for non-payment thereof, giving, and by these presents granting unto the said D. M. by the tenor hereof, my full, whole and absolute power and authority in the execution of the Premisses, the said T.M. and W. M. or either of them their or either of the Heirs, Executors or Administrators, in my name or the name of my Executors or Administrators to arrest, sue, implead, imprison, and condemn, and prosecute in any Court or Courts whatsoever, and them or any, or either of them out of prison to release as precisely as the Law will it permit for recovery of the said debt and penalty. And upon recovery and receipt thereof to deliver up the said obligation to be cancelled, and finally to do all and every other lawful act whatsoever for recovery of the said debt and penalty or any part thereof, without yielding any account thereof, or therefore, as to my said Attorney shall seem meet and expedient, as fully and effectually as I my self might or could do, or cause to be done in or about the Premisses. And moreover I the said H. T. do by these presents covenant and promise to and with the said D.M. his Executors and Administrators, that at the day of the date of these presents I have not done, or caused or suffered to be done any act or thing whatsoever, whereby the said recited obligation is any manner of ways released or discharged, and that neither my self, my Executors or Administrators shall or will at any time hereafter release or discharge the same, or cause, or suffer the same to be released or discharged without the privity and consent of him the said D. M. his Executors or Administrators, in that behalf first had and obtained; provided nevertheless, that if T. W. of, *&c.* in the C. of *&c.* Yeoman, his Executors, Administrators or Assigns, shall and do well and truly satisfie, pay and discharge one obligation of one hundred pounds, bearing date the, *&c.* of, *&c.* last past, wherein and whereby the said T. W. standeth bounden unto A. W. of, *&c.* aforesaid, Spinster, with Condition for payment of fifty one pounds and ten shillings of lawful money of *England*, on the first day of, *&c.* next ensuing; that then these presents to be revocable, and shall be utterly void and of none effect, any thing herein contained to the contrary in any wise notwithstanding. In witness whereof I the above named H. T. have hereunto set my hand and seal the, *&c.* in the, *&c.*

A grant of the moiety of an Annuity during life.

THis Indenture made the, *&c.* in the year of our Lord God, 1652. Between A. B. of the Pariſh of, *&c.* in the County of K. Eſq; the eldeſt Son of K. B. widow, the late wife of Sir R. B. Knight deceaſed, and S. the wife of the ſaid A. of the one part, and Sir G. H. of C. in the ſaid C. Knight of the other part, witneſſeth that the ſaid A. B. and S. his Wife, for and in conſideration of the ſum of 300 *l.* of lawful *Engliſh* money to them in hand paid by the ſaid Sir G. H. at and before the enſealing and delivery of theſe preſents, the receipt whereof and themſelves therewith fully ſatisfied and payed, they the ſaid A. B. and S. his wife do hereby acknowledge, and thereof do releaſe, acquit and for ever diſcharge the ſaid Sir G. H. his Heirs, Executors and Adminiſtrators, by theſe preſents have granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe preſents doth fully and abſolutely grant, bargain, ſell, alien, releaſe and confirm unto the ſaid Sir G. H. one Annuity and annual rent of 50 *l.* by the year, being the moiety or half part of one entire Annuity or annual rent of 100 *l.* by the year, ariſing, due or payable to the ſaid A. B. out of the Rectory or Parſonage impropriate of E. in the ſaid C. of K, with the appurtenances, or out of any part or parcel thereof, or out of all or any of the Meſſuages, Houſes, Barns, Stables, Buildings, Yards, Courts and Gleab-lands, Tithes, Oblations, Obventions, Emoluments, Rents, Corn-rents, reſerved, or other Rents, Fruits, Commodities, profits or advantages whatſoever to the ſaid Parſonage and Rectory belonging; to have and to hold the ſaid Annuity or annual rent of 50 *l.* here in before mentioned to be bargained and ſold unto the ſaid Sir G. H. and his Aſſigns from the *&c.* of *&c.* laſt paſt before the date of theſe preſents, for and during the natural life of the ſaid Sir G. H. or for the term of fourſcore years, if he the ſaid Sir G. H. ſhall happen ſo long to live, in as large, ample and beneficial manner to all intents and purpoſes, as he the ſaid A. B. and S. his wife or either of them, now hath ever had, or could, or might, or can, or may in any wiſe grant, bargain, ſell or releaſe the ſame, and to the only uſe and behoof of the ſaid Sir G. H. and his Aſſigns and to no other uſe or purpoſe. And the ſaid A. B. and S. his Wife, the ſaid annual rent of 50 *l.* herein before mentioned, to be bargained and ſold by the year, againſt themſelves and all other perſons lawfully claiming, or to claim the ſame or any part thereof, by, from, or under them, or either of them, unto the ſaid Sir G. H. and his Aſſigns ſhall and will warrant and defend by theſe preſents. And the ſaid A. B. and S. his wife, do for their ſaid lives, and either

of

of them, their, and either of their Heirs, Executors and Administrators, and every of them covenant, promiſe and grant, to and with the ſaid Sir G. H. his Heirs, Executors and Aſſigns and every of them by theſe preſents, in manner following, that is to ſay, that they the ſaid A. and S. or one of them, for and notwithſtanding any act or thing by them, or either of them heretofore done or ſuffered to the contrary, have or hath in themſelves, or any of them, at the time of the enſealing of theſe preſents, good right, and lawful authority to grant, bargain, ſell and releaſe unto the ſaid Sir G. H. and his Aſſigns, the ſaid annual rent of 50 *l.* by the year, in ſuch manner and form as is herein before mentioned and expreſſed, and further, that the ſaid Sir G. H. and his Aſſigns ſhall or lawfully may during the natural life of the ſaid Sir G. H. or the term of, *&c.* if the ſaid Sir G. H. ſhall ſo long live, peaceably and quietly have, hold, enjoy and receive, attain and keep the ſaid annual rent or ſum of 50 *l.* by the year before granted, without the lawful let, ſute, trouble, denial or diſturbance, of or by the ſaid A. B. and S. his wife or either of them, or any other perſon or perſons lawfully claiming by, from or under them or either of them, their or either of their eſtate, right or title. And further, that the ſaid bargained premiſſes were, are, and be, and ſo ſhall remain and continue to the ſaid Sir G. H. and his Aſſigns during the natural life of the ſaid Sir G. H. or the term of fourſcore years, if the ſaid Sir G. H. ſhall ſo long live, free and clear, and freely and clearly acquitted and diſcharged, or elſe by the ſaid A. B. and S. his Wife, or one of them, their or one of their Heir, Executors or Adminiſtrators; ſufficiently ſaved harmleſs and indemnified of and from all manner and other guifts, grants, bargains, ſails, eſtate, leaſes, joyntures, dowers, ſtatutes, judgments, recognizances, titles, troubles and incumberances whatſoever at any time heretofore had, made, committed or ſuffered, or hereafter to be had, made, committed or ſuffered, by them the ſaid A. B. and S. his Wife or either of them; and the ſaid A. B. and S. his Wife, do for themſelves, their Heirs, Executors and Adminiſtrators and every of them covenant and promiſe to and with the ſaid Sir G. H. his Executors, Adminiſtrators and Aſſigns and every of them by theſe preſents. That they the ſaid A. B. and S. his wife, and all and every other perſon and perſons now having or lawfully claiming, or which ſhall or may hereafter have or claim any lawful eſtate, right or title in or unto the ſaid bargained premiſſes or any part thereof, by, from or under them the ſaid A. and S. or either of them ſhall and will at all times during the ſpace of five years next after the date of theſe preſents, if the ſaid Sir G. H. ſhall ſo long live, at and upon the reaſonable requeſt, & at the proper coſts and charges in the Law of the ſaid G. and his Aſ-

make acknowledge and execute to the ſaid Sir G. H. and his Aſ. ſigns all and every ſuch further and other lawful and reaſonable act and acts, device, conveyance and aſſurance in the Law whatſoever, for the better holding and enjoying of the ſaid 50 *l. per annum* herein before granted, according to the true meaning of theſe preſents, as by the ſaid Sir G. H. and his Aſſigns or any of them, his or their Councel learned in the Laws of this Nation ſhall be in that behalf adviſed or deviſed and required, ſo that ſuch perſon and perſons who are to make ſuch further aſſurance as aforeſaid, be not therein compelled to travel further than to the City of *London* and *Weſtminſter*. Which ſaid other aſſurance ſo to be had and made as aforeſaid ſhall be and enure, and ſhall be adjudged and taken to be and enure; and by the ſaid parties is hereby ſo declared to the only uſe and behoof of the ſaid Sir G. H. and of his Aſſigns, and to none other uſe or purpoſe whatſoever. In witneſs whereof, *&c.*

Articles of agreement for the holding Copy-hold lands from year to year from the term of, &c. *at a certain rent*, &c.

Articles of Covenants and agreement, had, made and agreed upon the, &c. day of, &c. in the, &c. between R. C. of, &c. in the, C. &c. husbandman E. his wife, P. C. their ſon, and I. B. of &c. in the ſaid C. husbandman of the one part, and T. P. of, &c. *in the ſaid C. Yeoman of the other part*, viz.

WHereas the ſaid R. C. by certain articles of agreement indented bearing date the, *&c.* in the, *&c.* year of, &c. made between the ſaid R. C. and P. C. of the one part, and the ſaid I. B. of the other part, did for the conſiderations therein mentioned, covenant, promiſe and grant to and with the ſaid I. B. his Executors and Aſſigns, that he the ſaid I. B. his Executors and Aſſigns, and every of them ſhould have and enjoy from the date of the ſaid articles from year to year every year for and during the term of twenty five years then next immediately following, according to the cuſtom of the manor of, *&c.* all and ſingular the Lands, Meadows, Paſtures, feeding, Commons and Appurtenances belonging to a cuſtomary or copy-hold tenement, with the Back-ſide, Barns, Stables, and ſtalls thereunto belonging, and the Weſt-end of the dwelling-houſe and the room over-head, then in the poſſeſſion of one S. S. except and always reſerved unto the ſaid R. C. and P. C. and every of them, their Aſſignee or Aſſigns, all the other part of the dwelling-houſe, then in the poſſeſſion of the ſaid R. C. and P. C. with the Garden and one Cow-paſture, and five acres of arable land, whereof one acre and half lyeth at a place called the Quarre, one acre

the piece in the East-field, half an acre in Rudlands in the same field, one acre in the West-Rowden, and one acre called Cecelies, with free ingresse, egresse and regresse thereunto at all times and seasons convenient, without the lawful let disturbance or interruption of him the said I. B. his Assign or Assigns, if they the said R. C. and P. C. or either of them shall happen so long to live; and likewise should have and enjoy during the said term limited as aforesaid, the use of the Eastern part of the back-side as it was then divided and appointed; all which recited premisses belongeth unto one customary or copy hold tenement with the appurtenances in, *&c.* aforesaid, parcel of the mannor of, *&c.* aboveaid, which the said R. C. then had and enjoyed during his natural life, according to the custom of the said mannor, the Remainder whereof after the decease of the said R. being expectant unto he said P. his son by way of succession according to the said custom, as in and by the said articles of agreement amongst other covenants and agreements therein also contained at large it doth and may appear; it is now concluded and agreed by and between the said parties to these presents, touching and concerning the premisses in manner and form following, that is to say, first the said I. B. for himself, his Heirs Executors and Administrators, and every of them, doth covenant, promise and grant to and with the said T. P. his Executors, and Assigns by these presents, that he he said T. P. his Executors and Assigns and every of them, for and n consideration of the sum of 20 *l.* of lawful money of *England* to be paid to the said I. B. by the said I. P. in manner and form reafter expressed) shall and lawfully may for and notwithstandg any act or deed that the said I. B. hath done to the contrary ve and enjoy from and after the day of the date hereof from ar to year every year, for and during the term of ten years then xt and immediately following, according to the custom of the id Mannor of, *&c.* all and singular the recited premisses mentiod in the said recited articles of agreement (except as is therexcepted) if they the said R. C. and P. C. or either of them long shall happen to live without the lawful let, disturnce or interruption of him the said I. B. his Assign or Asns.

And the said T. P. for himself, his Executors, Administrators Assigns doth covenant, promise and grant to and with the said his Executors, Administrators and Assigns by these presents; he the said T. P. his Executors, Administrators and Assigns shall will well and truly pay or cause to be paid unto the said I. B. Executors, Administrators and Assigns for the rent of the said misses for the said ten years, the sum of 20 *l.* of lawful mo- of *England*, that is to say, 10 *l.* thereof at the Feast day of the

birth of our Lord Chriſt now next enſuing the date hereof; and the other 10 *l.* reſidue of the ſaid ſum of 20 *l.* on the Feaſt day of the Nativity of St. *John* the *Baptiſt* now next alſo enſuing the date hereof; and that he the ſaid T. P. his Executors or Aſſigns nor any of them ſhall fell, cut down, top, lop, or ſhrowd any the trees or quick-ſets growing upon the recited premiſſes.

Item, the ſaid R. C. and P. C. for themſelves, and either of them for himſelf, their Executors and Adminiſtrators and every of them doth covenant, promiſe and grant to and with the ſaid T. P. his Executors and Aſſigns by theſe preſents, that he the ſaid T. P. his Executors and Aſſigns and every of them (for and in conſideration that they the ſaid R. C. and P. C. are indebted unto the ſaid T. P. by Obligation in the ſum of 10 *l.* with condition thereunto for payment of 20 *l.* which Obligation is become forfeited, and which is now delivered up to the ſaid R. C. and P. C. at the enſealing and delivery hereof to be cancelled) ſhall and may likewiſe have and enjoy from and after the date hereof from year to year every year, for and during the ſaid term of ten years then next and immediately following, according to the cuſtom of the ſaid manor of, *&c.* the milk-houſe parcel of the ſaid cuſtomary or copy-hold tenement, the chamber over the kitchin, and alſo the Barn ſtable and all other the out-houſes whatſoever, to the ſaid cuſtomary or copy-hold tenement belonging, together with the uſe of the kitchin and back-ſide in common with the ſaid R. C. and P. C. and further, that the ſaid T. P. his Executors and Aſſigns for the conſideration aforeſaid, ſhall and may likewiſe have and enjoy during the ſaid term, the ſaid recited five acres of arable land ſo excepted and reſerved unto the ſaid R. C. and P. C. their Aſſigns and Aſſigns amongſt other things out of the ſaid recited Articles of Agreement as aforeſaid (ſo as the ſaid R. C. and P. C. and their Aſſigns ſhall and may have two acres thereof yearly, the one to be ſowen to Wheat, and the other to Barley: The ſaid R. C. and P. C. finding the ſeed yearly, but to be dunged with the fold, eared and ſowen by the ſaid T. P. his Executors and Aſſigns, in as good ſort, manner and form as the ſaid T. P. drudge, ear and ſow his own land) and together alſo with free ingreſs, egreſs and regreſs thereunto at all times and ſeaſons convenient, without the lawful let, diſturbance or interruption of the ſaid R. C. and E. his wife, and P. C. or any or either of them, if they the ſaid R. C. and P. C. or either of them ſhall happen ſo long to live; and further alſo that it ſhall and may be lawful to and for the ſaid T. P. his Executors and aſſigns to have and enjoy all other the premiſſes here in mentioned according to the covenant herein made by the ſaid J. B. without any let, contradiction or denyal of them the ſaid R. C. and E. his wife, P. C. or any or either of them.

Item, it is further concluded and agreed, that if the ſaid R. C. ſhall happen to deceaſe before the end of the ſaid ten years, and that the ſaid E. his wife ſhall be then living whereby the ſaid premiſſes ſhall come unto her during her widowhood, according to the cuſtome of the ſaid Mannor of, *&c.* that then ſhe the ſaid E. ſhall and will permit and ſuffer the ſaid T.P. to hold and enjoy all the ſaid premiſſes, during the remainder of the ſaid ten years that ſhall be then to come next after the deceaſe of the ſaid R. if ſhe ſhall ſo long live and continue a Widow.

Item, It is alſo concluded and agreed, that the ſaid R. C. and P. C. or one of them or their Aſſigns, ſhall and will ſatisfie and pay or cauſe to be payd all rents, duties and other payments whatſoever hereafter to be due, payable or iſſuing out of the premiſſes, and thereof diſcharge and acquit the ſaid T.P. his Executors and Aſſigns during the ſaid term; and ſhall and will alſo during the ſaid term, repair and amend as well all the houſes and buildings in and upon the premiſſes, as alſo every the hedges and fences of the premiſſes during the ſaid term,

And the ſaid T. P. for himſelf, his Executors, Adminiſtrators and Aſſigns, and every of them doth covenant, promiſe and grant to and with the ſaid R. C. and P. C. and either of them their Executors, Adminiſtrators and Aſſigns by theſe preſents, that it ſhall and may be lawful notwithſtanding theſe preſents, to and for the ſaid R.C. and P.C. and their Aſſigns, to have and enjoy the corn and grain now growing and being in and upon the premiſſes for this ſummer ſeaſon at times convenient, with free ingreſs, egreſs and regreſs, to cut, mow, carry away, and houſe the ſame in the barn of the cuſtomary Tenement, and to uſe the ſaid barn for the thraſhing out of the ſaid corn and grain until the Feaſt of, *&c.* next coming.

Item, It is alſo agreed by and between the ſaid parties to theſe Preſents, That it ſhall be lawful to and for the ſaid T. P. his Executors and Aſſigns in the end of the ſaid Term, or Determination of theſe preſents, to have and to enjoy the corn and grain that ſhall be then growing and being in and upon the premiſſes or any part thereof, with free ingreſs, egreſs and regreſs, to cut, mow, carry away and to houſe the ſame in the barn of the ſaid Cuſtomary Tenement, and to uſe the ſaid barn for the thraſhing out of the ſaid corn and grain until the Feaſt of, *&c*, then after enſuing.

Item, It is alſo agreed, That the ſaid T. P. his Executors and Aſſigns ſhall and will in the end of the ſaid term lay in, haine the Meadows and Grounds of the Premiſſes the firſt day of *May*, and ſo leave the ſame unto the ſaid I. B. without ſuffering the ſame to be eaten with cattle or ſpoiled; and ſhall and

will ſpend all the ſtraw and fodder in and upon the premiſſes, that ſhall be yearly made in and upon the premiſſes, and not elſewhere, and ſhall and will alſo allow unto the ſaid R. C. and P. C. an hundred and an half of reed yearly to be laid upon the houſes of the ſaid premiſſes; And for performance of all and ſingular the Covenants and agreements aforeſaid, on the part and behalf of the ſaid R. C. and P. C. or either of them to be performed, they the ſaid R. C. and P. C. do bind themſelves, their Heirs, Executors and Adminiſtrators, unto the ſaid T. P. his Executors and Adminiſtrators, in the ſum of 80. *l.* of lawful money of *England*, firmly by theſe preſents. In witneſs, *&c.*

An Obligation and a Condition from a Bayliff and his Sureties, to a High Sheriff.

Know all men by theſe preſents, That we A. B. C. D. E. F. of &c. *in the County of*, &c. *G. H. of in the County of*, *&c. and I. K. of in the County aforeſaid do hold our ſelves to be firmly bound unto L. M. high-Sheriff of the County of*, &c. *aforeſaid in*, &c. *pounds of good and lawful money of* England, *To be paid to the ſaid high-Sheriff, or to his certain Attorney, Executors, Adminiſtrators or Aſſigns; To which payment well and truly to be made we bind our ſelves, and every one of us by our ſelves for the whole, and in the whole, our Heirs, Executors, and Adminiſtrators firmly by theſe preſents; ſealed with our ſeals. Dated the, &c. in the year of our Lord*, &c.

THe Condition of this Obligation is ſuch, That whereas the above named, *&c.* Eſq; high Sheriff of the County of, *&c.* aforeſaid, hath made, aſſigned, conſtituted, ordained and eſtabliſhed the above bounden, *&c.* Bayliff of the, *&c.* for and during all ſuch time as the ſaid, *&c.* ſhall be and continue high-Sheriff of the ſaid County; If therefore the ſaid *&c.* during all the time aforeſaid, do well and truly execute all Warrants, Precepts Proceſs, and Commandments to him hereafter to be directed from the ſaid, *&c.* and, *&c.* Gent. his under-Sheriff, his or their deputy or deputies, and due and ſufficient returns do well and truly make, and alſo do give notice of the execution thereof unto the ſaid high-Sheriff, or under Sheriff in convenient time, before the return of the ſame and the Fees of them, and of and for every other cauſe, matter or thing whatſoever happening within the ſaid, *&c.* due and payable within one month next after the receipt thereof, do pay or cauſe to be paid to the ſaid high-Sheriff

or

or Under-Sheriff, his or their deputy or deputies, And that the ſaid, *&c.* do not ask or levy any Fee or Fees due to the ſaid High-Sheriff, or Under-Sheriff, for the executing or doing of any Warrant or Precept whatſoever, but ſuch as are warranted and juſtifiable by the Laws, Statutes, and Cuſtoms of this Nation; And do alſo well and truly execute, and return all Warrants, Precepts, Diſtring of Liveri facias, and Proceſs to him directed from the Juſtices of Aſſize and Goal-delivery, Juſtices of Oyer and Terminer, Juſtices of the Peace, Coroners, Commiſſioners of the Sewers, Clerk of the County, and from all other Officers, Commiſſioners, and Miniſters of the Kingdom, having Authority during all the time aforeſaid, and further do levy and gather all ſuch ſums of money as the ſaid High-Sheriff ſhall be charged with by reaſon of the ſaid Office, and levyable within the ſaid, *&c.* being written or extracted to the ſaid Bailiff, from the ſaid High-Sheriff or Under-Sheriff, and do pay or cauſe to be paid to the ſaid High-Sheriff or Under-Sheriff, the ſums of money within one moneth after the receipt of the ſaid Extract or Writing; And alſo if the ſaid Bailiff do well and truly pay, or cauſe to be paid to the ſaid High-Sheriff or Under-Sheriff the ſum of, *&c.* of lawful Money of *England*, for the Fee-farm of his, *&c.* and all other Rents and Fee-farms at the Feaſt of the Annunciation of the bleſſed Virgin *Mary*, and St. *Michael* the Arch-Angel, by even and equal portions, due to the King within the ſaid, *&c.* And alſo if the ſaid Bailiff do deliver, or cauſe to be delivered in Writing unto the ſaid High-Sheriff or Under-Sheriff, before, *&c.* next coming, the names of all ſuch Free-holders within the ſaid, *&c.* which have Four pounds *per annum* Free-hold, or more, together with the names of the Towns wherein they dwell, and alſo the names of the Towns, Villages and Hamlets within the ſaid, *&c.* And the Towns and Villages which ought to have return and Execution of Writs: And alſo if the ſaid Bailiff ſhall give his perſonal Attendance upon the High-Sheriff and Under-Sheriff, as well at the County Court, and ſuch general Quarter Seſſions which the Bailiff of the ſaid, *&c.* have uſually in former times attended; as alſo at all other times when the ſaid High-Sheriff or Under-Sheriff ſhall require his Attendance, and ſhall carefully and diligently do and execute, whatſoever he ſhall be lawfully required to do at Aſſizes, Goal-deliveries, County-Court, Quarter-Seſſion, Coroners Enqueſt, and all other Services to be done for the Kingdom; and all and every perſon and perſons whatſoever, and at all and every time and times, upon every reaſonable requeſt to him in that behalf to be made; And alſo ſhall be attendant upon the ſaid High-Sheriff and Under-Sheriff, his or their Deputy or Deputies, and Officers in and about conveying of priſoners

ners to and from the Goal, *&c.* or to and from any place or priſon whatſoever, to be appointed by the ſaid high Sheriff or under-Sheriff, And alſo at the Execution of priſoners aforeſaid, and not to depart before execution of the Priſoners fully be had and done, and ſhall well and truly execute the Office of a Bayliff in all things during the ſaid time: And if the ſaid Bayliff do take any diſtreſs upon every *alias* or *plures diſtringas*, which iſſue, and be directed to him out of the County Court, to be holden for the ſaid High-Sheriff, and do make due and lawful returns of the ſame, and do ſafely keep ſuch diſtreſs ſo taken for the uſe of the ſaid High-Sheriff, in caſe the ſame be forfeited; And alſo if the ſaid, *&c.* his Executors and Adminiſtrators, do at all and every time and times hereafter, defend, ſave, keep harmleſs, and indemnified, the ſaid High-Sheriff, and his under-Sheriff, his and their Heirs, Executors and Adminiſtrators, and every of them, and his and their Lands, Goods and Chattels, as well from and againſt the King and all and every perſon and perſons whatſoever, concerning the premiſſes, or any part of them; and alſo for and concerning the eſcape or eſcapes of any priſoner or priſoners, that ſhall be in the Cuſtody of him the ſaid, *&c.* within the ſaid County, by him Arreſted, to him hereafter to be Committed upon any Warrant, Precept, or Commandment from the ſaid High-Sheriff, or Under-Sheriff; and for and concerning every other Matter, Cauſe, or thing whatſoever appertaining to his ſaid Office, and the ſecrets of the ſaid High-Sheriff ſhall keep undiſcloſed and unrevealed, in all things that are lawful, and ſhall alſo within convenient time deliver, or cauſe to be delivered, all Precepts, Warrants, and extracts to other Bayliffs of the ſaid County, according to the directions he ſhall receive from the ſaid High-Sheriff or Under-Sheriff, or any other by his or their commandment, or appointment; Then this preſent Obligation ſhall be void and of none effect, or elſe ſhall ſtand, remain, and be in full force, power, effect, and vertue.

A Condition to ſave harmleſs for payment of ſeveral Legacies.

THE Condition of this Obligation is ſuch, That whereas M. D. late of St. I. in the County of M. Widow deceaſed, by her laſt Will and Teſtament in writing, bearing date the, *&c.* of, *&c.* in the year of our Lord God, *&c.* did amongſt other Legacies and Bequeſts, give and bequeath unto J.S. the Son of the within bounden W. S. *&c.* of lawful money of *England*, and to T.S. daugh-

daughter of the ſaid W.S. one Pewter-platter, one Pewter-diſh, three Pewter-ſaucers, and five ſhillings of lawful money of *England*, and alſo to S.S. another of the ſaid daughters of the ſaid W.S. five ſhillings of like money, as by the ſame Will more at large appeareth; which ſaid ſums of five ſhillings a piece, Pewter-platter, Pewter-diſh, and three Saucers, the within named J.S. Executor of the laſt Will and Teſtament of the ſaid M.D. hath at the requeſt of the ſaid W.S. at and before the ſealing and delivery hereof, paid, delivered and diſburſed unto the ſaid W.S. for the uſe and behoof of the ſaid J.S. his Son, T. and S. his daughters: If therefore the ſaid W S. his Executors and Adminiſtrators, and every of them, do from time to time, and at all times hereafter freely and clearly Acquit, Exonerate and Diſcharge, or otherwiſe well and ſufficiently ſave, defend and keep harmleſs the ſaid J. S. his Executors and Adminiſtrators, and every of them, and all and every of his and their Lands, Tenements, Goods and Chattels, as well of, from, and againſt the ſaid J. S. T. and S. their Executors, Adminiſtrators and Aſſigns: As alſo of, from, and againſt all other perſons whatſoever, of, for, and concerning the Payment, Delivery and Diſburſement of the ſaid ſums of five ſhillings a piece, Pewter-platter, Pewter-diſh, and three Saucers, unto the ſaid W.S. their Father, as aforeſaid; and of, and from all ſuch Actions, Sutes, Coſts, Charges, Damages, Expences and Demands whatſoever, which he the ſaid J.S. his Executors, Adminiſtrators or Aſſigns, ſhall hereafter happen to incur, ſuſtain or be put unto, for, or by reaſon of the payment, delivery and diſburſment of the ſaid ſums of five ſhillings a piece, Pewter-platter, Pewter-diſh, and three Saucers, for the uſe of the ſaid J.S. T. and S. unto the ſaid W.S. their Father, as aforeſaid; That then this Obligation ſhall be void, or elſe it ſhall ſtand in full force and vertue.

A Counter Condition to ſave harmleſs from a Bond. well pen'd.

THE Condition of this Obligation is ſuch, That whereas the within named R.C. at the ſpecial Inſtance and Requeſt, and for the only debt of the within bound J.S. by one Obligation of the date hereof, is, and ſtandeth joyntly and ſeverally bounden with the ſaid J.S. unto J.T. of *London* Merchant in the ſum or penalty of, *&c.* of lawful money of *England*, with conditions thereupon Indorſed for the payment of, *&c.* of like lawful money of *E.* on the laſt day of *February* now next enſuing the

the day of the date within written, as by the ſame Obligation and Condition may appear: If therefore the ſaid J.S. his Executors Adminiſtrators or Aſſigns, or any of them, do and ſhall well and truly pay or cauſe to be paid to the ſaid J.T. his Executors, Adminiſtrators or Aſſigns, or ſome of them, on the ſaid laſt day of *February* above mentioned, at the now dwelling houſe of H.C. *London* Gent. ſituate in, *&c.* in *London*, the aforeſaid ſum of, *&c.* and do thereby clearly Exonerate, acquit and diſcharge the ſaid R.C. his Executors and Adminiſtrators, as well of, and from the ſame Obligation, as alſo of and from all Actions, Sutes, Coſts, Charges, Judgments, Executions and Demands whatſoever concerning the ſame, That then this preſent Obligation to be void and of none effect, or elſe to remain and abide in full force and vertue.

A Letter of Attorney to take poſſeſſion according to the contents of a Leaſe.

TO all People to whom this preſent writing ſhall come, H.T. Citizen and Girdler of *London*, ſendeth greeting in our Lord God everlaſting, Whereas I the ſaid H.T. have Signed and Sealed one Writing indented, bearing even date with theſe preſents, purporting a Leaſe to be made by me unto one, *&c.* of all that Meſſuage, with the Appurtenances near the Hoſpital, in, *&c.* in the County of, *&c.* late in the tenure or occupation of R.F. deceaſed, and other Lands and Hereditaments in the ſaid Indenture mentioned, To hold from the firſt day of this inſtant *February*, unto the full end and term of five years from thence next enſuing, as by the ſaid Writing indented more plainly appeareth, which Writing is not yet delivered as my deed. Now know ye, That I the ſaid H.T. have made, conſtituted, appointed, and in my place and ſtead put, and by theſe preſents do make, conſtitute, appoint, and in my place and ſtead put, *&c.* my true and lawful Attorney, for me and in my name, place, and ſtead to enter into and upon the ſaid Meſſuage, Lands and Hereditaments in and by the ſaid Writing indented, mentioned to be demiſed, or any part thereof; And after ſuch entry made for me, and in my name, place and ſtead there upon the Premiſſes to deliver unto the ſaid, *&c.* or to his lawful Attorney in that behalf, the ſaid Writing indented ſo by me Signed and Sealed as aforeſaid, as the very Act and Deed of me the ſaid H.T. And further to do whatſoever may be neceſſary in that behalf; and whatſoever my ſaid Attorney ſhall do or cauſe to be done in the Premiſſes, I the ſaid H.T. do and ſhall ratifie, confirm and maintain, as if I had done the ſame in my own perſon. In witneſs whereof I the ſaid H.T. have here-

hereunto ſet my hand and ſeal the, *&c.* day of *February*, in the year of our Lord, *&c.*

A ſhort Leaſe of a Meſſuage and Lands to be void, on paying of one ſhilling, it being the precedent Deed.

THis Indenture made the, *&c.* day of *February* in the year of our Lord God, *&c.* between H.T. Citizen and Girdler of *London* of the one part, and R.I. of S. in the County of W. Yeoman, *&c.* of the other part, Witneſſeth, That the ſaid H.T. for divers good cauſes and conſiderations him moving, hath demiſed, granted, and to farm-letten, and by theſe preſents doth demiſe, grant, and to farm-let unto the ſaid, *&c.* all that Meſſuage, with the Appurtenances near the, *&c.* in, *&c.* in the County of G. late in the tenure or occupation of R.F. deceaſed and all the Barns, Out-houſes, Orchard and Garden thereunto belonging; And all that Cloſe of Meadow or Paſture ground thereunto adjoyning, containing by eſtimation five Acres, be it more or leſs; and one little Ground, called or known by the name of Redcraf, adjoyning to certain Grounds there called Flankers Cloſes; And one other Cloſe of arable Land, called the Wood forlong, adjoyning to the Lane there leading towards S. on the Weſt; And all thoſe arable Lands to the ſaid Meſſuage, belonging or reputed, or taken to belong thereunto, or which were therewith uſed, occupied or enjoyed by the ſaid R.F. deceaſed, lying and being in the Fields of, *&c.* aforeſaid, That is to ſay, five and forty Acres by eſtimation, be the ſame more or leſs, lying in the North Field, and two and twenty Acres by eſtimation, be the ſame more or leſs, lying in the South of, *&c.* aforeſaid, To have and to hold the ſaid Meſſuage or Tenement, Land and Premiſſes, with the appurtenances unto the ſaid *&c.* his Executors, Adminiſtrators and Aſſigns, from the firſt of this inſtant *February*, unto the full end and term of five years from thence next enſuing, and fully to be compleat and ended, yielding and paying therefore yearly during the ſaid term, one Peppercorn, at the Feaſt of St. *Michael* the Arch-Angel, if it ſhall be demanded. Provided alwayes, That if the ſaid H.T. his Executors, Adminiſtrators or Aſſigns, ſhall at any time hereafter pay or tender unto the ſaid, *&c.* his Executors or Adminiſtrators, or to any other perſon or perſons, to his or their or any of their uſe or uſes, the ſum of twelve pence in money, for the making void of this preſent Indenture, and the Demiſe and Leaſe herein contained, That then and from thenceforth this preſent Indenture and Demiſe and Leaſe herein contained, ſhall ceaſe and be void, any thing herein contained to the contrary notwithſtanding: In witneſs whereof the ſaid parties to theſe preſents, their hands and

and ſeals interchangeably have ſet the day and year firſt above written.

An Award made between four Executors.

TO all Chriſtian People, to whom this preſent Writing quadripartite indented of Award ſhall come, S.W. Ceazer, Knight, Maſter of the Rolls, ſendeth greeting in our Lord God everlaſting; This Indenture quadripartite alſo made the ſecond day of A. in the fifth year of, *&c.* between Sir W.S. *&c.* one of the Executors of the laſt Will and Teſtament of R.C. *&c.* of the firſt party, S.T. Offley, *&c.* one other of the, *&c.* of the laſt Will and Teſtament aforeſaid, of the ſecond part, Sir T.L. *&c.* one other of the Executors of the ſaid laſt Will and Teſtament of the third part. and Sir H C. *&c.* one other Executor of the ſame laſt Will and Teſtament of the ſaid R. of the fourth part, Witneſſeth; That whereas the ſaid R. by his ſaid Teſtament and laſt Will bearing date, *&c.* amongſt divers and many gifts and legacies therein limited, bequeathed and appointed to ſundry perſons therein named, as by the ſame it may appear, hath given and bequeathed all the reſidue of all and ſingular his Goods, Chattels, Leaſes and other things whatſoever (his Debts, Funerals and Legacies being paid and performed) unto the ſaid W.S. T.O. and T.L. whom together with the ſaid H.C. his brother he made and ordained his ſaid Executors of his laſt Will and Teſtament aforeſaid; and of the ſame he hath alſo made and ordained the ſaid W.C. his Supervi-ſor and Overſeer, as by the ſame his laſt Will alſo at large it doth and may appear; and whereas for the avoiding of all Doubts, Variances, Controverſies, Sutes and Strifes, that may and might enſue and grow between the foreſaid parties, touching the ſaid laſt Will and Teſtament, and the true execution of the ſame: And for and concerning the ſaid reſidue, ſurpluſage and remainder of the Goods, Chattels and other things, (after the ſaid Debts, Funerals and Legacies diſcharged) every of the ſaid parties, have compromitted and faithfully promiſed, and further do ſeverally covenant and grant, to and with others by theſe preſents, to ſtand to, obey, abide, perform and fulfil the award and judgment of the ſaid W.C. Knight, Arbitrator between them indifferently named and choſen of and upon the Premiſſes. Whereupon the ſame W.C. taking upon him the charge and buſineſs of the ſaid Award, and willing, and minding, as much as in him is, the true execution of the ſaid Teſtament, and that a final peace, unity and concord ſhall be had and continued for ever between the ſaid parties for and concerning the premiſſes, hath and doth by theſe preſents, by and with the full aſſent and conſent of all and every the aforeſaid

aforeſaid parties, make, publiſh and declare this his preſent Award Arbitrament and Judgment between the ſame parties, touching the Premiſſes in manner and form as followeth, that is to ſay: Firſt, the ſaid Sir W.C. by theſe preſents doth award, judge, and deem, and every of the parties before named, covenanteth and granteth ſeverally for himſelf, his Heirs, Executors and Adminiſtrators, to and with the other of them, his and their Executors and Adminiſtrators, and every of them by theſe preſents, in manner and form following; that is to ſay, That the ſame Executors, or any of them, ſhall not at any time or times hereafter, willingly or wittingly conceal, withdraw, or keep cloſe, or cauſe to be concealed, withdrawn, or kept cloſe from the ſaid other Executors or any of them, or the Survivors or Survivor of them, and ſuch Goods, Chattels, Leaſes, Debts, Credits or other things whatſoever, as hath come, or ſhall happen to come to his, or their, or any of their hands, cuſtody, poſſeſſion or knowledg, that were, or did, or ought to appertain or belong to the ſaid R.C. the Teſtator, or his Executors, to the intent the ſame or any part thereof ſhould not be recovered, uſed, ordered, enjoyed or diſpoſed by the ſame Executors, to their and every of their own proper uſe, moſt Benefit, Commodity and Advantage, by equal portions in manner and form aforeſaid.

That any of the Executors ſhall not conceal any of the Teſtators goods from the other Executors.

And it is further ordered and judged by the ſaid Sir W.C. and alſo fully condeſcended and agreed between the ſaid parties; and every of them ſeverally doth Covenant and Grant for him, his Heirs, Executors and Adminiſtrators to and with the others by theſe preſents; That all the ſame Executors and every of them ſhall from henceforth both in Name and Deed, take upon him the full and due Execution of the foreſaid laſt Will and Teſtament, ſo far as only to the Duty, Truſt and Office of Executors appertaineth or ought to appertain. And furthermore, It is ordered, judged and awarded by the ſaid Arbitrator, and alſo covenanted, granted and fully agreed between the ſaid parties, and the ſaid parties, and every of them, do ſeverally covenant and grant to and with other of them by theſe preſents, That if at any time or times hereafter it ſhall be found and approved, that the aforeſaid Teſtator is and ought to be charged

To execute the Teſtators Will and Truſt repoſed in them.

That the Executors ſhall bear all Coſts and Charges of Sutes in executing the Teſtators Will equally:

charged either by Law or Conſcience with any other Debt or Debts, Sum or Sums of Money, or other duties or things whatſoever, then at this preſent is well known and doth appear unto the ſaid Executors, or if they or any of them, or the Executors of the Survivor of them, ſhall at any time or times hereafter happen to be charged with any manner of Sute or Sutes, or other Charge or Charges whatſoever, for or by reaſon of the ſaid laſt Will and Teſtament, or the due Execution thereof either in Law or otherwiſe, That then all and every the ſaid Executors, and the Survivor and Survivors of them, and the Executors or Adminiſtrators of ſuch of them which then ſhall be dead, and that their equal and indifferent coſts, bear, ſupport, pay and allow the ſame Charges, and every of them, any thing herein contained to the contrary in any wiſe notwithſtanding.

Another form of an Award.

TO all Chriſtian people, *&c.* I.S. Serjeant at Law ſend greeting, *&c.* Whereas divers Variances, Sutes, Controverſies, Debates and demands have been heretofore had, moved, ſtirred and depending between A.B. *&c.* and C.D. *&c.* of, for and concerning, *reciting the matter in Controverſie.* For the appeaſing and pacifying of all which Sutes, Debates, Variances, Controverſies and Demands, either of the ſaid parties by their mutual Aſſent and Conſent have ſubmitted themſelves, and ſtand bounden each to other by their ſeveral Obligations bearing date, *&c.* in the ſum of, *&c.* a piece with ſeveral conditions endorſed upon either of the ſame ſeveral obligations, to ſtand to, obey, obſerve, perform, fulfil and keep the Award, Arbitrament, Ordinance and Judgment of me the ſaid I.S. Arbitrator indifferently elected, named and choſen between the ſaid parties, as well, of, for, and upon all and all manner of actions, as well real as perſonal, Sutes, Quarrels, Debts, Debates, Treſpaſſes and Demands whatſoever, had, moved, ſtirred or depending in controverſie, between the ſaid parties in any wiſe before the date of the ſaid Obligations; So that the ſame Award, Arbitrament, Ordinance and Judgment of the ſaid Arbitrator, of and upon the premiſſes were made, declared and yielded up in Writing on this ſide the tenth day of, *&c.* as by the ſame ſeveral Obligations, and Endorſements thereupon made, more at large appeareth; whereupon I the ſaid I.S. Arbitrator aforeſaid, taking upon me the charge of the ſaid Award and willing to ſet the ſaid parties at a final end, Peace, Unity and Concord, of, for, and concerning the Premiſſes: have called both the ſaid parties before me, and by good advice and deliberation have ſeen, heard, examined and perfectly underſtood, and perceived their both Rights, Title, E-

ſtates

ſtates, Intereſts, Demands, Evidences and Proofs in and to the premiſſes, and weighing, and pondering the effects and grounds of all the ſaid matters and controverſie; do now make, publiſh, give up and declare this my preſent Award indented between the ſaid parties, by and with their both mutual conſents and agreement of, for, and concerning the Premiſſes in manner and form following, that is to ſay: Firſt, I the ſaid Arbitrator do by theſe preſents, award, order, judg and deem, and the ſaid *A.B.* for his part doth covenant and grant for him, his Executors and Adminiſtrators to and with the ſaid C.D. his Executors and Adminiſtrators by theſe preſents, that, &c. as in other Awards, *reciting the matters in variance.*

A Leaſe of a Ferry.

THis Indenture made &c. between, &c. witneſſeth, that the ſaid I.L. for and in conſideration of, &c. *hath demiſed, granted and to farm-letten, and by theſe preſents doth,* &c. *unto the ſaid I.H. his Executors and Aſſigns, the moiety of the Paſſage, Ferry, Standage and Battalage of P. in the C. of,* &c. *together with all eaſements and commodities thereunto belonging, in as large and ample manner and form as T. H. or his Aſſigns hath heretofore had or enjoyed the ſame, or might, or ought to have had and enjoyed the ſame, to have and to hold the ſaid moiety of the ſaid Paſſage and Ferry, and all other the Premiſſes by theſe preſents mentioned to be demiſed, and every parcel thereof with the Appurtenances unto him the ſaid I.H. his Executors, Adminiſtrators and Aſſigns from the Feaſt of,* &c. *unto the end and term of,* &c. *yielding and paying,* &c. *with a clauſe to make the Leaſe void for non-payment of the Rent. And the ſaid I.H. doth Covenant,* &c. *that he the ſaid I.H. his Executors, Adminiſtrators and Aſſigns, at his and their own proper Coſts and Charges, ſhall from time to time during the ſaid term, maintain and keep ſuch Boat or Boats, and all other things meet and convenient for the moiety, of the aforeſaid paſſage and other the premiſſes, as hath been heretofore commonly accuſtomed, and thereof ſhall from time to time during the ſaid term, acquit, diſcharge or ſufficiently ſave harmleſs the ſaid I.L. his Heirs, Executors, Adminiſtrators and Aſſigns.*

And that he the ſaid I.H. his Executors or Aſſigns, ſhall from time to time during the ſaid term, carry over or cauſe to be carried over the Ferry place aforeſaid from P. to F. the ſaid I.L. and his Wife and their Heirs, Servants, Children, Horſes and Stuff, when and ſo often as the ſaid I.L. his Wife and their Heirs, Children or any other of his Family ſhall require to have themſelves, their Servants, Horſes, or Stuff to be carried over the ſaid Ferry from P. to F. aforeſaid, without demanding, taking or asking any thing therefore of the ſaid I.L. his Heirs, Children or Family.

And the said I.L. doth Covenant, &c. that he the said I.L. his Heirs, Executors, Administrators or Assigns, shall at all times hereafter, and from time to time during the said term, acquit and discharge or sufficiently save and keep harmless, as well the said moiety of the said passage or Ferry, and all and singular the afore-letten premisses, and every part thereof, as also the said I.H. his Executors, Administrators and Assigns, of, for, and from all and all manner of quit-rents whatsoever, which in respect of the said demised premisses during the said term, shall grow due and payable to the King's Majesty, his Heirs, Successors or Assigns, or to any other person or persons whatsoever, excepting the said yearly Rent of 3 l. before by these presents Assigned; and that he the said I.L. and his Heirs, the said moiety of the said passage and Ferry, and all other the afore-letten premisses with the Appurtenances unto the said I.H. his Executors, Administrators and Assigns, for the Rent above recited to be paid in manner and form aforesaid shall warrant and defend, during all the said term of twenty one years. In Witness.

Discharged of quit-rent.

A Release of Land in Exchange.

THis Indenture made, &c. between T.C. of, &c. and W.L. of, &c. and A. now Wife of the said W.L. and late Wife of R. B. late of, &c. of the other party, that whereas on or about the seventeenth day of, &c. now last past, there was certain agreements had and made between the parties to this present Indenture for and concerning the exchange of divers parts and parcels of their Lands, Lays, Meadows, Pastures and Hereditaments, with their Appurtenances lying and being in S. and W. and in either or one of them in the said County of Y. as hereafter is expressed That is to say, first, that whereas the said W.L. had and was seized in the right of the said A. his Wife for and during the term of the natural life of the same A. of divers arable Lands, Layes, Meadows, Pastures, Haddes, Flats, and Hereditaments lying and being dispersed in the Town and Fields of S. and W. aforesaid, or in one of them, commonly accounted to be and contain two hundred Acres, be they more or less, now or late in the tenure or occupation of the said W.L. or of his Assigns; it was agreed between the said parties by the agreements aforesaid, that the said T.C. his Executors, Administrators and Assigns shall have and enjoy, for and during the term of sixty years, if the said W.L. and A. now Wife of the said W.L. should so long live together, all those and every the said Lands, Meadows, Pastures, Layes and Hereditaments before mentioned of them the said W.L. and A. his Wife lying in S. Fields and W. aforesaid, or in either or any of them,

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in the ſaid County of Y. (except as hereafter is excepted) and that in conſideration thereof the ſaid W.L, and A. his Wife, and their Heirs, Aſſigns, ſhould have and enjoy, for and during the term of ſixty years, if the ſaid W.L. and A. his Wife, ſhould ſo long live together, all the arable Lands, Layes, Meadows, Paſtures and Hereditaments, with the appurtenances, containing by eſtimation two hundred acres, be they more or leſs, lying and being in the North-field of S. aforeſaid, in the ſaid County of Y. as the ſame was then meaſured, dowled and ſtaken out by M.F. Gent. and I.B. then appointed by the ſaid T.C. only Surveyors of the ſame Mannor, And alſo all thoſe nine acres of Meadow, *&c.* by eſtimation lying and being in S. aforeſaid, *&c.* It is now therefore fully concluded and agreed, by and between all the ſaid parties to this preſent Indenture, that the ſame premiſſes ſhall be demiſed, and letten in exchange in manner and form hereafter following, that is to ſay:

The ſaid W.L. and A. now his Wife have demiſed, granted and to farm-let in exchange, and by theſe preſents do demiſe grant and to farm-let in exchange unto the ſaid T. C. all thoſe, their and either of their arable Lands, Layes, Meadows, Paſtures, Hadds, Flats and Hereditaments, with the appurtenances, ſet lying and being within the three ſeveral fields of S. aforeſaid called, *&c.* or in any of them in the ſaid Gounty of Y. containing by eſtimation two hundred acres, be there more or leſs, now or late in the tenure or occupation of the ſaid W.L. or of his Aſſigns which late were the inheritance of R.B. now deceaſed, and the inheritance whereof after his death deſcended and came unto I. B. as Son and Heir of the ſaid R.B. except and out of this preſent demiſe and grant always reſerved unto the ſaid W.L. and A. his Wife, *&c.* as heretofore he or they have uſually had and enjoyed, for and in reſpect of all the premiſſes, or as appurtenant to the ſame: To have and to hold the ſaid arable Lands, Layes, Meadows, Paſtures, Hadds, Flats and Hereditaments, and all other the premiſſes before mentioned, to be demiſed and granted by the ſaid W.L. and A. now his Wife, as aforeſaid, with their and every of their appurtenances (except before excepted) unto the ſaid T. C. his Executors, Adminiſtrators and Aſſigns from the Feaſt of M. next coming after the date hereof, for, during and until the full end and term of ſixty years, thence next, *&c.* if the ſaid W.L. and A. now Wife of the ſaid W.L. do or ſhall ſo long live together yielding and paying therefore yearly during the ſaid term by theſe preſents granted unto the ſaid W.L. and A. his Wife, and their Aſſigns 1 d. of good, *&c.* at the Feaſt of M. only if it be lawfully demanded. In conſideration whereof the ſaid T.C. hath

Exchange.

demiſed, granted and to farm-letten in exchange, and by theſe preſents doth demiſe, grant and to farm-let in exchange unto the ſaid W.L. and A. his Wife, all and every the ſaid arable Lands, Layes, Meadows, Paſtures and Hereditaments, with their appurtenances of him the ſaid T.C. containing by eſtimation two hundred acres, be they more or leſs, lying and being in N. field of S. aforeſaid as the ſame is now meaſured, dowled and ſtaked out by the ſaid F.M. and I.B. and alſo all thoſe nine acres, *&c.* in a place there allotted and ſet out amongſt other, for the Cottages there, as aforeſaid, to have and to hold all the ſaid arable Lands, Layes, Meadows, Paſtures and Hereditaments, and all and ſingular other the premiſſes, before mentioned, to be demiſed and granted in exchange by the ſaid T.C. aforeſaid, with their and every of their appurtenances unto the ſaid W.L. and A. his Wife and their Aſſigns, *&c.* for, during and until the full end and term of ſixty years, from thence, *&c.* if the ſaid W.L. and the ſaid A now Wife of the ſaid W.L. do or ſhall ſo long live together, yielding and paying, *&c. ut antea.*

Diſcharged of former eſtates and incumbrances.

And the ſaid W.L. doth by theſe preſents covenant, *&c.* in manner and form following, that is to ſay, That they the ſaid W.L. and A. now his Wife, their Executors, Adminiſtrators and Aſſigns, or ſome of them ſhall or will from time to time and at all times from henceforth, for, and during the ſaid term of ſixty years, if the ſaid W. and A. now Wife of the ſaid W.L. do or ſhall ſo long live together, clearly acquit, exonerate and diſcharge, or otherwiſe ſave and keep harmleſs and indemnified, as well the ſaid T.C his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, as alſo the ſaid premiſſes before mentioned, to be demiſed and leaſed in exchange by the ſaid W.L. and A. his Wife, to the ſaid T.C. and every part and parcel thereof, of, and from all and all manner of former and other Eſtates, Charges, Incumbrances, Chief-rents, Troubles and Demands whatſoever, had, made, committed or done by him the ſaid W.L. and A. his Wife, or either of them, or by any other perſon or perſons, lawfully claiming by, from, or under them or either of them, whereby or wherewith the ſame premiſſes or any part thereof, ſhall or may be charged or incumbred, or whereby the ſaid T.C. his Executors, Adminiſtrators or Aſſigns ſhall or may be charged, incumbred or damnified, of, or by reaſon of the ſame premiſſes or any part thereof, except before excepted.

For quiet enjoying.

And likewiſe that he the ſaid T.C. his Heirs, Executors, Adminiſtrators and Aſſigns ſhall and may at all times hereafter, and from time to time during the

ſaid

ſaid term of ſixty years, if the ſaid W. and A. now Wife of the ſaid W.L. do or ſhall ſo long live together, peaceably and quietly have hold, occupy and enjoy all and every the premiſſes to him the ſaid T.C. demiſed and granted in exchange as aforeſaid, and every part and parcel thereof with the appurtenances, except before excepted, without any manner of lawful let, trouble, interruption or diſturbance of them the ſaid W.L. and A. his Wife, or either of them, or of any other perſon or perſons lawfully claiming, by, from, or under them or any of them.

And the ſaid T.C. doth covenant for himſelf *ut* W.L. *antea mutat. mutand.*

And whereas it was intended and meant, by, and between all the parties to theſe preſents, That the ſaid I.B. to whom the right of inheritance of the premiſſes mentioned to be demiſed to the ſaid T.C. as aforeſaid, doth belong and appertain, (being now in his minority) ſhould have made and granted a leaſe in exchange unto the ſaid T.C. of all the ſaid lands and premiſſes to him the ſaid T. demiſed as aforeſaid, (by the ſaid W.L. and A. his Wife) for the term of eighty nine years, and for the yearly rent of, *&c.* And that likewiſe in recompence, ſatisfaction and exchange thereof, the ſaid T.C. ſhould have granted in exchange unto the ſaid I.B. a like leaſe of the like term for eighty nine years, and for the yearly rent of 1 *d.* of the ſaid lands and premiſſes demiſed and granted to the ſaid W.L. and A. his Wife in exchange as aforeſaid; and for that neither of the ſame leaſes can be now perfectly made and finiſhed; Therefore it is now further covenanted, concluded and fully agreed upon, by, and between all the ſaid parties to theſe preſents in form following, *viz.*

That an Infant. ſhall ſeal a leaſe at his full age of 21 years.

And the ſaid W.L. doth by theſe preſents covenant, *&c.* that he the ſaid W.L. ſhall do his beſt endeavour, that he may or can to procure and get the ſaid I.B. by his deed indented to make, ſeal and deliver as his deed to the ſaid T.C. his Heirs or Aſſigns within three months next after that he the ſaid I.B. ſhall accompliſh his full age of twenty one years, a ſufficient demiſe, leaſe and grant in exchange of all and every the ſaid Lands, Layes, Meadows, Paſtures, Hereditaments and premiſſes, with their appurtenances to him the ſaid T.C. as aforeſaid demiſed for the term of eighty nine years, and for the yearly rent of 1 *d.* and with and under ſuch like and the ſame covenants, clauſes and agreements as before in theſe preſents are limited, expreſſed and ſet down on the part and behalf of the ſaid W.L. to be performed and done.

And in consideration thereof, the said T.C. doth covenant, *&c.* that if the said I.B. or his Heirs do, and shall make, seal and deliver as his deed unto the said T.C. his Heirs or Assigns, the said Demise, Lease and Grant in manner and form as is aforesaid, by the said I.B. to be signed, sealed and delivered to the use of the said T. C. his Heirs or Assigns in the presence of three credible persons, whose names shall be subscribed or endorsed upon the same. That then he the said T.C. or his Heirs, at, and upon the receiving of the said Lease and Grant, shall and will (being thereupon required) make, seal and deliver in exchange unto the said I.B. or his Assigns a like Lease of all and every the premisses to the said W.L. and A. his Wife, granted as aforesaid for such like term and number of years, and with and under such rent and covenants, as shall be contained and specified in the said Lease so to be made by the said I.B. to the said T.C. as aforesaid. In witness, *&c.*

A Bargain and Sale of Lands mortgaged, made from the Mortgagee and Mortgager, before the day for Redemption to another.

THIS Indenture made, *&c.* between H.B.R.H. of, *&c.* and M.C. of, *&c.* of the one party, and R.S. of, *&c.* of the other party witnesseth, that whereas *Francis Beamont* of the Parish of Saint *Martins* in the fields, in the County of, *&c.* by his deed indented bearing date, *&c.* for the considerations therein mentioned and expressed, hath betaken, granted and to farm-letten unto the said M.C. all that the Scite and capital Messuage or Mannor-house of *Hardwich*, with the rights, members and appurtenances whatsoever, scituate, lying and being within the Lordship of *Chertsey*, in the County of *Berks*, &c. and all, *&c. the word Verbatim in the Original with the Habendum and Reddendum recited*, as by the same Indenture amongst divers covenants, clauses and agreements therein contained more at large it doth and may appear: And whereas also the said M.C. by her Indenture of Assignment, bearing date, *&c.* for the consideration therein mentioned and expressed, hath granted, bargained, sold, aliened assigned and set over unto the said H.B. and R.H. as well the said recited or mentioned Indenture, to her the said M.C. granted as aforesaid, and the said Scite and capital Messuage of the said Mannor of H. Lands, Meadows, Feedings, Pastures, Demeasn lands, Stock, and all and singular other the premisses thereby mentioned to be demised and granted, and every part and parcel thereof, with the appurtenances; as also all the Estate, Right, Title, Interest, term of years then to come, and unexpired Reversion, Possession

ſion, property, claim and demand whatſoever, which ſhe the ſaid M.C. hath, or had, or may, might, ſhould, or ought to have, or can, or may claim challenge or demand, of, in, or to the ſaid Scite and capital Meſſuages, Meadows, Feedings, Paſtures, Demeaſn lands, ſtock, and all and ſingular other the premiſſes, with the appurtenances, and of, in, and to every part and parcel thereof by force and vertue of the ſame Indenture to her the ſaid M.C. made and granted as aforeſaid, or any thing therein contained, or otherwiſe howſoever, *To have and to hold* the ſaid Scite and capital Meſſuage, *&c. ut in Indent. de Mortgage*, unto the ſaid H.B. and R.H. their Executors, Adminiſtrators and Aſſigns, to the only proper uſe and behoof of them the ſaid H.B. and R.H. their Executors, Adminiſtrators and Aſſigns, from the enſealing and delivery of the ſame Indenture of Aſſignment, for, during, and until the full end and accompliſhment of all the reſt and reſidue then to come, and unexpired of the ſaid term of twenty one years by the ſaid firſt recited Indenture to her the ſaid M.C. granted as aforeſaid, together with the ſame Indenture; In which ſaid Indenture of Aſſignment, there is a certain Proviſo or Condition contained in theſe words, or to this effect following, that is to ſay:

Provided alwayes, that if the ſaid M.C. her Heirs, Executors, Adminiſtrators or Aſſigns, or any of them do well and truly content and pay, or cauſe, *&c. Verbatim, as in the Aſſignment*; as by the ſame Indenture of Aſſignment amongſt divers other covenants, grants, articles, clauſes and agreements therein contained, more at large alſo it doth and may appear. Now this Indenture further witneſſeth, that for, and in conſideration of the ſum of 650 l. of good, *&c.* to her the ſaid M.C. in hand, at, and before the enſealing and delivery of theſe preſents by the ſaid R.S well and truly paid, whereof and wherewith ſhe the ſaid M.C. and the ſaid H.B. and R.H. acknowledg themſelves fully ſatisfied and paid, and thereof, *&c.* they the ſaid H.B. and R.H. have bargained, ſold, aſſigned and ſet over, and by theſe preſents do, *&c.* unto the ſaid R.S. the ſaid firſt recited Indenture, and all the ſaid Scite and capital Meſſuage of the ſaid Mannor of H. Lands, Meadows, Feedings, Paſtures, Demeaſn lands, Stock, and all and ſingular other the premiſſes, with the appurtenances thereby mentioned to be demiſed and granted to the ſaid M.C. and every part and parcel thereof, as alſo all the eſtate, right, title, intereſt, term of years yet to come and unexpired, reverſion, poſſeſſion, property, claim and demand whatſoever, which they the ſaid H.B. and R.H. or either of them, have, or hath, or may, might, ſhould, or ought to have, of, in, or to the ſaid Scite or capital Meſſuages, and other the premiſſes, with the appurtenances, and of, in, and to every

part and parcel thereof, by force and vertue of the ſaid Indenture of Aſſignment before mentioned, or any thing therein contained, together with the ſame Indenture of Aſſignment; *to have and to hold*, the ſaid firſt recited, and the ſaid Scite and capital Meſſuage of the ſaid Mannor of H. Lands, Meadows, Feedings, Paſtures, Demeaſn-lands, Stock, and all and ſingular other the premiſſes by the ſaid Indenture demiſed, and every part and parcel thereof with the appurtenances (except before excepted) and all the ſaid Eſtates, Right, Title, Intereſt, term of years yet to come and unexpired, reverſion, poſſeſſion, property, claim and demand whatſoever of them the ſaid H.B. and R.H. and of either of them, of, in, and to the ſame premiſſes, and of, in, and to every part and parcel thereof with the appurtenances unto the ſaid R.S. his Executors, Adminiſtrators and Aſſigns in ſuch like, and in as large and ample manner and form to all intents and purpoſes as they the ſaid H.B. and R.H. or either of them have, or hath, or may, or ought to have and enjoy the ſame premiſſes by force and vertue of the ſame Indenture of Aſſignment to them the ſaid H.B. and R.H. made and granted as aforeſaid, or any thing therein contained, together with the ſame Indenture of Aſſignment: and alſo the ſaid M.C. for the conſideration aforeſaid hath granted, bargained, ſold, aliened, aſſigned and ſet over, and by theſe preſents doth fully, clearly and abſolutely grant, *&c.* unto the ſaid R.S. the ſaid firſt recited Indenture to her the ſaid M.C. made and granted as aforeſaid, and the ſaid Scite and capital Meſſuage of the ſaid Mannor of H. Lands, Meadows, Feedings, Paſtures, Demeaſn-lands, Stock, and all and ſingular other the premiſſes by the ſame Indenture mentioned to be demiſed and granted, and every part and parcel thereof with the appurtenances.

Confirmation. And further the ſaid M.C. for the conſideration aforeſaid doth by theſe preſents for her, her Heirs, Executors and Adminiſtrators, ratifie and confirm the ſaid bargain, ſale and aſſignment hereby made of the Premiſſes by the ſaid H.B. and R.H. to the ſaid R.S. as aforeſaid, and the Eſtate and Intereſt of the ſaid R.S. in, and to the ſame, and every parcel thereof; and alſo remiſe, releaſe and

Releaſe. quit-claim unto the ſaid R.S. his Executors and Aſſigns, the ſaid Proviſo or Condition before mentioned in the ſaid Indenture of Aſſignment, contained concerning the Redemption of the premiſſes from the ſaid H.B. and R.H. as aforeſaid, and all and every Covenant, Clauſe, Article and Agreement touching the ſame. And alſo all the Eſtate, Right, Title, Intereſt, term of yeats yet to come, and unexpired, reverſion, poſſeſſion, property, claim, condition, entry, benefit and demand whatſoever, which ſhe the ſaid M.C. hath, or had,

had, or may, might, ſhould or of right ought to have, or can or may claim, of, in, or to the ſaid Scite and capital Meſſuage of the Mannor of H. Lands, Meadows, Feedings, Paſtures, Demeaſn-lands, Stock, and all and ſingular other the premiſſes by the ſaid Indenture, mentioned to be demiſed and granted, and in, and to every or any part or parcel thereof, with their appurtenances whatſoever, by force and vertue of the ſame Indenture, or of the ſaid Indenture of Aſſignment, or the ſaid proviſo or condition therein contained, or either or any of them, or by any other wayes or means whatſoever, or otherwiſe howſoever; *To have and to hold*, the ſaid Scite and capital Meſſuage of the ſaid Mannor of H. Lands, *&c.* and all and ſingular other the premiſſes, in, and by the ſaid Indenture to her the ſaid M.C. mentioned to be demiſed and granted, and every part and parcel thereof with the appurtenances (except before excepted) and all the ſaid Eſtate, Right, Title, Intereſt, term of years yet to come and unexpired, reverſion, poſſeſſion, property, claim and demand whatſoever of her the ſaid M.C. of, in, and to the ſame premiſſes, and every part and parcel thereof, with the appurtenances unto the ſaid R.S. his Executors, Adminiſtrators and Aſſigns, to the only uſe and behoof of him the ſaid R.S. his Executors, Adminiſtrators and Aſſigns, from the enſealing and delivery of theſe preſents, for, during and until the full end or accompliſhment of all the reſt and reſidue yet to come and unexpired of the ſaid term of twenty one years by the ſaid recited Indenture, granted abſolutely without any manner of condition, proviſo or redemption, or other claim or demand whatſoever.

Executors and Adminiſtrators.

For quiet enjoying diſcharged of incumbrances.

And the ſaid H.B. for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and grant, to, and with the ſaid R.S. *&c.* and to, and with every of them by theſe preſents, in manner and form following: that is to ſay, that he the ſaid R.S. his Executors, Adminiſtrators and Aſſigns and every of them, for, and under the rent, covenants, clauſes and agreements in, and by the ſaid firſt recited leaſe of the premiſſes reſerved and mentioned on the part and behalf of the ſaid M.C. her Executors and Aſſigns, to be paid, done and performed, ſhall or may at all times hereafter, and from time to time, for, and during all the reſt and reſidue yet to come and unexpired of the ſaid term of twenty one years by the ſaid Letters Patents granted, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Scite and capital Meſſuage, *&c.* and all and ſingular other the premiſſes herein before mentioned

mentioned, to be granted, bargained, ſold, aſſigned and ſet over, and every part and parcel thereof with the appurtenances, without the let, interruption or diſturbance of him the ſaid H.B. or of any other perſon or perſons by his means or procurement: and that the ſame premiſſes and every part and parcel thereof with the appurtenances, now are, and be, and ſo at all times hereafter, and from time to time ſhall be, remain, and continue unto the ſaid R. S. his Executors and Aſſigns free and clearly acquitted, exonerated and diſcharged, or otherwiſe upon lawful and reaſonable requeſt ſufficiently ſaved and kept harmleſs, of, and from, all and all manner, of former bargains, *&c.* had, made, committed, or done by him the ſaid H.B. or by any other perſon or perſons by his aſſent, means or procurement: the rent, covenants, clauſes and agreements, in, and by the ſaid before recited Indenture, reſerved or mentioned, which on the part and behalf of the ſaid M.C. her Executors and Aſſigns from henceforth, for, or in reſpect of the premiſſes, are, or ought to be paid, done, and performed, and the covenants, clauſes and agreements in the ſaid recited Indenture of aſſignment expreſſed and contained, which on the part and behalf of the ſaid H.B. and R.H. their Executors, Adminiſtrators and Aſſigns, or either or any of them, are, or ought to be obſerved, performed, fulfilled, and kept, only except and foreprized, *The like for R.H.*

For diſcharging the Rent to the King of England.

And the ſaid R.S. doth covenant, *&c.* to and with the ſaid H. B. and R.H. their Executors, Adminiſtrators and Aſſigns, and every of them, at all times hereafter, and from time to time clearly to acquit, exonerate and diſcharge or otherwiſe ſufficiently to ſave and keep harmleſs the ſaid H.B. and R.H. their Executors, Adminiſtrators and Aſſigns, and every of them, as well againſt the King, his Heirs and Succeſſors as againſt all and every other perſon and perſons whatſoever, of, for, and concerning the ſaid rent, covenants, clauſes and agreements before mentioned and excepted, and of, and from all manner of ſutes, charges, troubles, incumbrances and demands whatſoever, which, for, or by reaſon thereof at any time or times hereafter, can, or may come, grow, or be, to, or againſt the ſaid H.B. and R.H. their Executors, Adminiſtrators or Aſſigns, or any of them.

A Covenant for quiet enjoying, diſcharged of incumbrances from M.C. as from H B.

Another Covenant from R.S. to M.C. for diſcharging the rent to the King, as is laſt before to H.B. and R.B.

And

And laſtly, the ſaid M.C. doth covenant, *&c*, to and with th ſaid R.S. *&c*. that ſhe the ſaid M.C. her Executors and Adminiſtrators ſhall and will at all time and times hereafter, for, and during the ſpace of two years next enſuing the date hereof, at the reaſonable requeſt, and at the coſts and charges in the law of the ſaid R.S. his Executors or Aſſigns, do make and execute, or cauſe to be done, made, and executed, all and every ſuch further, lawful and reaſonable acts, things and devices in the law whatſoever, for the diſcharge of any covenant, clauſe or agreement in the ſaid recited Indenture of aſſignment mentioned and contained, wherewith the ſaid R.S. his Executors or Adminiſtrators as Aſſignee or Aſſigns, of, or to the ſaid H.B. and R. H. or either of them can or may be charged or chargeable, and for the extinguiſhing of the ſaid proviſo or condition in the ſaid Indenture of aſſignment contained, and of all ſuch eſtate and intereſt as ſhe the ſaid M. C. her Executors or Adminiſtrators now hath or ſhall, can or may by any means have, claim, or pretend to have in or to the Premiſſes, or any parcel thereof. *For further aſſurance, &c.*

And for the further, better and more perfect aſſurance, ſurety, ſuremaking and conveying of the ſaid Scite and capital Meſſuage, and other the premiſſes, and of every part and parcel thereof unto the ſaid R.S. his Executors and Aſſigns, for, and during all the reſt and reſidue of the ſaid term of twenty one years, which at the time of the making of any ſuch further aſſurance, or doing any ſuch act ſhall be to come and unexpired, as by the ſaid R.S. his Executors or Aſſigns, or his or their Council learned ſhall be reaſonably deviſed, adviſed or required.

A Bargain and Sale upon Condition made to Feoffee in truſt.

THIS Indenture tripartite made, *&c*. between Sir H.H. *&c*. of the firſt part, R.L. and G.L. of the ſecond Party, and E.T. and G. B. of the third Party: witneſſeth, that the ſaid Sir H.H.R.L. and G.L. for the conſiderations herein after mentioned, have granted, enfeoffed and confirmed, and by theſe preſents do fully, clearly and abſolutely grant, enfeoff, confirm and deliver unto the ſaid E.T. and G.B. all that the Mannor or Lordſhip of E. in the County of L. with all and ſingular the rights, members and appurtenances of the ſame. And alſo all and ſingular the Meſſuages, Cottages, Lands, Tenements, Meadows, Paſtures, Feedings, Rents, Reverſions, Services, Heaths, Moors, Commons, Cloſes, Woods, Underwoods, Waſts, Waiſes, Straies, Eſcheats, Wards, Courts, Leets, Perquiſites,

quiſites, of Courts, Royalties, Profits and Hereditaments, with the appurtenances to the ſame Mannors or Lordſhip belonging or in any wiſe appertaining, or which now be, or at any time heretofore within the ſpace of thirty years now laſt paſt, have been uſed, reputed, accepted, known, occupied, let or ſet as part, parcel, right or member of the ſaid Mannor or Lordſhip: and alſo all and ſingular other the Mannors, Meſſuages, Lands, Tenements, Rents, Reverſions, Services and Hereditaments, ſcituate, lying and being in E. and E. in the County of L. or in either of them, which at any time heretofore were the poſſeſſion or inheritance of Sir I. H. deceaſed Father of the ſaid Sir H. And alſo all that the Advowſon and Patronage of the Pariſh Church of E. aforeſaid; and all and ſingular the Rents and yearly Profits whatſoever reſerved upon any demiſe or grant heretofore made or granted of the premiſſes or of any part or parcel thereof: and the reverſion and reverſions whatſoever, of all and ſingular the ſame premiſſes, and of every parcel thereof, and alſo the ſaid H.H. R.L. and G.L. for the conſiderations herein after mentioned, have granted, aſſigned and confirmed, and by theſe preſents do, *&c.* unto the ſaid E.T. and G.B. all the Eſtate, Right, Title, Intereſt, Uſe and Poſſeſſion whatſoever, which they the ſaid Sir H R. and G. and every or any of them have or hath, or may, might, ſhould or of right ought to have, or claim, of, in, or to the ſaid Mannor or Lordſhip, and all other the premiſſes herein before mentioned to be granted, enfeoffed, aſſigned or confirmed, and of, in, and to every part and parcel thereof, with the appurtenances: together with all and all manner of Deeds, Evidences, Charters, Writings, Eſcripts and Minuments, which they and every or any of them have or hath, touching or concerning only the premiſſes or only any part or parcel thereof: to have and to hold the ſaid Mannor or Lordſhip of E. Mannors, Meſſuages, Lands, Tenements, Rents, Reverſions, Services, Hereditaments and all and ſingular other the premiſſes herein before mentioned, to be hereby granted or conveyed, and every parcel thereof with the appurtenances unto the ſaid E.T. and G. B. and their Heirs, to the only uſes, intents, proviſoes, conditions and limitations hereafter ſpecified and declared, and to none other uſe, intent or purpoſe; that is to ſay, to the only uſe and behoof of the ſaid R.L. and G.L. and of their Heirs and Aſſigns for ever, with and upon the condition hereafter ſpecified and declared; that is to ſay.

Provided always, that if the ſaid Sir H.H. *&c.* do well and truly ſatisfie, content and pay, or cauſe to be contented ſatisfied or paid unto the ſaid R.L. and G.L. *&c.* the full ſum of 4800 l. of good, *&c.* at or within, *&c.* at or upon the ſecond day of M. 1641. without fraud or covin; that then from and after the

ſaid

ſaid payment ſo had and made, the uſe and uſes, in, or by theſe preſent Indentures, had, made, or limited to the ſaid R.L. and G. L. their and either of their Heirs and Aſſigns: and alſo all and every eſtate which hereupon or by reaſon hereof, or any thing herein mentioned, is or ſhall be limited, veſted or executed, in or to the ſaid R.L. and G.L. their Heirs or Aſſigns, or any of them ſhall ceaſe, determine, and be utterly void and of none effect: any thing in theſe preſents contained to the contrary thereof in any wiſe notwithſtanding: and that then and immediately from and after the ſaid payment had or made to the ſaid R.L. and G.L. their or either of their Heirs, Executors, Adminiſtrators or Aſſigns of any of them, of the ſaid ſum of 4800 l. of, *&c.* in manner and form as is afore expreſſed, declared and appointed; the ſaid Grant, Feoffment, Conveyance and Aſſurance, and all and every other act or thing which after the date of theſe preſents, and before the ſaid ſecond day of J. 1641 ſhall be had or made by or between any of the ſaid parties, or by their or any of their means or privity, or whereunto they or any of them ſhall be partie or parties ſhall be and ſhall be deemed and taken to be: and the ſaid E.T. and G.B. and their Heirs, and all and every other perſon and perſons, and their Heirs, that then ſhall ſtand, and be ſeized of the ſaid Mannor and other the premiſſes, or any of them, ſhall ſtand and be ſeized thereof, and of every part and parcel thereof to the only proper uſe and behoof of the ſaid Sir H.H. and of his Heirs and Aſſigns for ever, and to none other uſe, behoof, intent or purpoſe whatſoever.

The Indenture and uſe therein limited to be void for not payment of the money mentioned in the proviſo.

And it is further agreed by and between the ſaid parties to theſe preſents, and the ſaid Sir H.H. doth covenant, *&c.* to and with, *&c.* that if the ſaid Sir H.H. his Heirs, Executors, Adminiſtrators nor Aſſigns, nor any of them do pay or cauſe to be paid to the ſaid R.L. and G.L. their nor either of their Executors, Adminiſtrators or Aſſigns, nor to any of them, the ſaid ſum of 4800 l. and every part thereof in manner and form aboveſaid, but ſhall make default in payment of the ſame, or of any part thereof: that then and from thenceforth this preſent Grant, Feoffment and Conveyance of the Premiſſes, and the ſaid uſe before herein and hereby limited to the ſaid R.L. and G. L. and their Heirs, ſhall ſtand, remain and be, and that then alſo and at all times from thenceforth all the ſaid Mannors, Lands, Tenements, Hereditaments and all other the Premiſſes with all and ſingular their Appurtenances ſhall be and remain for ever to them the ſaid R.L. and G.L. their Heirs and Aſſigns, abſolutely without any condition or other limitation.

And

And the ſaid R.L. and G.L. for themſelves, their and either of their Heirs, Executors and Adminiſtrators, and for every of them do covenant promiſe and grant by theſe preſents to and with, *&c.* in manner and form following, that is to ſay: that neither they the ſaid R.L. and G.L. nor any of them, nor their nor any of their Heirs or any of them, nor any other perſon or perſons by their or any of their procurement, means or aſſent, ſhall or will do, commit, or wittingly or wilfully ſuffer any act or thing, whereby or by means whereof there ſhall or may enſue or happen any let or hinderance to the riſing or veſting of the ſaid uſe herein limited to the ſaid Sir H.H. and his Heirs, by the payment of the ſaid 4800 *l.* according to the intent, purport and true meaning of the ſaid condition or proviſo; and that in caſe the ſaid Sir H.H. his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them do well and truly ſatisfie, content and pay, or cauſe to be ſatisfied, contented and paid unto the ſaid R.L. and G.L. or either of them, or the Heirs, Executors, Adminiſtrators or Aſſigns of them or either of them, the ſaid ſum of 4800 *l.* of, *&c.* at or upon the ſecond day of J. *&c.* according to the true intent and meaning of the ſaid proviſo or condition, that then the ſaid Sir H.H. his Heirs and Aſſigns and every of them ſhall or may from thenceforth for ever have, hold and enjoy all the ſaid Mannor or Lordſhip, Lands and Tenements with all and ſingular their appurtenances to his and their own proper uſe and behoof without any let, trouble, incumbrance or interruption, of or by the ſaid R.L. and G.L. or either of them, their or either of their Heirs or Aſſigns, or any of them, or of any other perſon or perſons, by, or with their or any of their means, act, aſſent or procurement.

Not to do any act to hinder the riſing of the uſe limited in the Covenants for quiet enjoying and making further aſſurance upon payment of the money mentioned in the proviſo.

And that then alſo they the ſaid R.L. and G.L. their, and either of their Heirs and Aſſigns, and all others which then, or at any time then after ſhall have, or rightfully claim to have any lawful Eſtate, Right, Title or Intereſt, of, in, or to the ſaid Mannor or Lordſhip, Lands, Tenements and Hereditaments, or any part or parcel thereof, by, from, or under the ſaid R.L. and G.L. or either of them, ſhall and will at all and every time and times, from, and after ſuch payment had and made to the ſaid R. and G. or either of them, or the Executors, Adminiſtrators or Aſſigns of them, or of either of them of the ſaid ſum of 4800 *l.* of, *&c.* in manner and form as aforeſaid, for, and during the ſpace of three years then next enſuing, at, and upon reaſonable requeſt

For further aſſurance.

requeſt to them or either of them to be made, and at the only coſts and charges in the Law of the ſaid Sir H.H. his Heirs or Aſſigns, or ſome of them, make, do, acknowledg, ſuffer and execute, or cauſe to be made, acknowledged, ſuffered, *&c.* unto the ſaid Sir H.H. his Heirs and Aſſigns for ever, all and every ſuch further lawful and reaſonable act and acts, thing and things, aſſurance and aſſurances, conveyance and conveyances, in the Law whatſoever, with warranty only againſt themſelves and their Heirs, or elſe without warranty for the better, more perfect, ſure and abſolute making and aſſuring of all and ſingular the ſaid Mannor or Lordſhip, Lands, Tenements, Hereditaments, and other the premiſſes, with the appurtenances, unto the ſaid Sir H. H. his Heirs and Aſſigns: be it by fine, feoffment, recovery or recoveries, deed or deeds, enrolled or not enrolled, the enrolement of theſe preſents, releaſe, confirmation, or by all, or any of them, or otherwiſe by any other lawful and reaſonable act or deviſe, as ſhall be reaſonably deviſed or adviſed by the Council learned of the ſaid Sir H.H. his Heirs or Aſſigns. And alſo he the ſaid Sir H.H. his Executors, Adminiſtrators and Aſſigns and every of them, not doing, nor committing any voluntary waſte above the value of 10 l. of, *&c.* ſhall or may at all times from henceforth until the third day of J. *&c.* without the let, trouble, interruption or diſturbance of, or by them the ſaid R.L. and G.L. or either of them, their or either of their Heirs or Aſſigns, or of either of them, or of any other rightfully claiming, from, by, or under them, or any of them, peaceably and quietly have, take, receive, perceive and enjoy the rents, iſſues and profits of all and ſingular the ſaid Mannor or Lordſhip, Lands and Tenements, and other the premiſſes before herein mentioned to be hereby granted and conveyed, and every part and parcel thereof, without any Account to be made or yielded unto the ſaid R.L. and G.L. or either of them, their or either of their Heirs, Executors or Aſſigns, of, or for the ſame, this Indenture or any thing therein contained to the contrary thereof, in any wiſe notwithſtanding; and that neither the ſaid R.L. and G.L. their Heirs or Aſſigns, nor any of them, ſhall nor will take any of the rents, iſſues, revenues or profits of any the premiſſes, or of any part thereof, which ſhall grow, ariſe, or come in or out of the premiſſes, or any part or parcel thereof before the ſaid third day of, *&c.*

That the Mortgager ſhall enjoy the iſſues and profits of the lands until the day of payment

And

And it is further covenanted, concluded and agreed by and between the ſaid parties to theſe preſents, and the true intent and meaning of the ſame parties to theſe preſents is: and the ſaid R.L. and G. L. do by theſe preſents further covenant, *&c.* to and with, *&c.* that if neither the ſaid Sir H.H. his Heirs nor Aſſigns, nor any of them do pay or cauſe to be paid unto the ſaid R.L. and G.L. their Heirs, Executors, Adminiſtrators or Aſſigns, nor to any of them the ſaid ſum of 4800 *l.* of, *&c.* in manner and form as is before limited and appointed for the payment of the ſame, whereby the ſaid Eſtate of the ſaid R.L. and G.S. ſhall become abſolute; that then they the ſaid R.L. and G.L. their Heirs, Executors, Adminiſtrators or Aſſigns, or ſome of them ſhall and will well and truly content and pay, or cauſe to be paid unto the ſaid Sir H.H. his Executors, Adminiſtrators or Aſſigns, or ſome of them at or in, *&c.* the ſum of 1000 *l.* of *&c.* at or upon the third day of M. 1642 as the reſidue, and in full ſatisfaction of the clear and abſolute purchaſe of the ſaid Mannor or Lordſhip, Lands, Tenements, and other the Premiſſes, without fraud, covin or further delay, unto them the ſaid R. L. and G. L. their Heirs and Aſſigns to the only proper uſe and behoof of them the ſaid R. and G. their Heirs and Aſſigns for ever.

That the Mortgagee ſhall pay more for the clear purchaſe of the Land ſo mortgaged, and being forfeited.

And the ſaid Sir H.H. doth covenant, *&c.* to and with the ſaid E.L. and G.L. *&c.* that if the ſaid Sir H.H. his Heirs, Executors, Adminiſtrators nor Aſſigns, nor any of them do well and truly pay nor cauſe to be paid unto the ſaid R.L. and G.L. nor to the Heirs, Executors, Adminiſtrators or Aſſigns of them, nor any of them, the ſaid ſum of 4800 l. of, *&c.* before mentioned in manner and form as aforeſaid, according to the intent and true meaning of the ſaid proviſo or condition before herein expreſſed: that then he the ſaid Sir H.H. his Tenants, Farmours, and Aſſigns and every of them (other than ſuch as be hereafter excepted) ſhall and will deliver, yield up and relinquiſh unto the ſaid R.L. and G.L. their Heirs or Aſſigns, or the Survivor or Survivors of them, the peaceable and quiet poſſeſſion of the ſaid Mannor or Lordſhip, and of all other the Premiſſes with the Appurtenances, without any let, trouble, contradiction or interruption. And that then alſo he the ſaid Sir H.H. his Heirs and Aſſigns, and Dame R. his Wife, and all and every other perſon or perſons now having or rightfully claiming, or which at any time or times hereafter ſhall or may lawfully have, claim or pretend to

To relinquiſh poſſeſſion after the fault of payment of the Sum contained in the proviſo.

Further aſſurance.

to have any manner of Eſtate, Right, Title, Uſe, Intereſt, Condition or Poſſeſſion, of, in, or to the ſaid Mannor or Lordſhip, and other the Premiſſes, or any part thereof, other than ſuch perſon and perſons, whoſe eſtates, intereſts and terms are excepted in one former Indenture bearing date, *&c.* made between the ſaid Sir H. of the one party, and the ſaid R.L. and G.L. of the other party, for, and in reſpect only of their Leaſes and Terms, by, and in the ſaid laſt mentioned Indenture excepted, ſhall and will at all and every time and times, from and after ſuch default of payment, had, or made of the ſaid ſum of 4800 l. for and during the ſpace of ſeven years then next enſuing, at and upon reaſonable requeſt to him, her or them to be made, and at the only coſts and charges in the Law of the ſaid R.L. and G.L. or any of them, or the Heirs or Aſſigns of them, or of one of them, make, do, *&c. as in other like Covenants, &c.* And that the ſaid R. L. and G.L. their and either of their Heirs and Aſſigns, and every of them, and all and every perſon and perſons which at any time and times after the ſaid default of payment of the ſaid ſum of 4800 l. of, *&c.* had and made, as aforeſaid, ſhall have any Eſtate, Right, Title or Intereſt, of, in, or to the ſaid Mannor or Lordſhip, Mannors, Lands, Tenements and other the Premiſſes, or any part thereof, by, from, or under the ſaid R.L. and G. L. their Heirs or Aſſigns, or any of them, ſhall or may at all times from, and after the ſaid default of payment of the ſaid ſum of, *&c.* had or made, for ever peaceably and quietly have, hold, occupy and enjoy all the ſaid Mannor and Lordſhip, Mannors, Lands, Tenements, and other the Premiſſes, without any let, trouble, vexation or interruption of, or by the ſaid Sir H.H. his Heirs or Aſſigns, or any of them, or of, or by any other perſon or perſons whatſoever (except as in and by the ſaid Indenture of bargain and ſale, bearing date the ſaid, *&c.* made between the ſaid Sir H.H. of the one party, and the ſaid R.L. and G.L. of the other party, for and in reſpect only of the Eſtates and Intereſts, in and by the ſame Indenture excepted.

For quiet enjoying

And laſtly, the ſaid R.L. and G.L. do by theſe preſents further covenant, *&c.* to and with the ſaid Sir H.H. *&c.* that in caſe the ſaid Sir H. his Heirs Executors, Adminiſtrators or Aſſigns, or any of them, do well and truly pay, or cauſe to be paid unto the ſaid R. L. and G. L. or one of them, or to the Heirs, Executors, Adminiſtrators or Aſſigns of them, or of one of them, the ſaid Sum of 4800 l. of, *&c.*

To deliver up a Statute upon payment of the money mentioned in the Proviſo.

&c. on the ſecond day of J. *&c.* at or, *&c.* according to the purport, intent and true meaning of the ſaid Proviſo or Condition, without fraud or covin, that then they the ſaid R.L. and G.L. or one of them, their or either of their Heirs, Executors, Adminiſtrators or Aſſigns, or ſome or one of them, ſhall and will within convenient time after the ſaid payment ſo had and made, deliver or cauſe to be delivered to the ſaid Sir H.H. his Executors, Adminiſtrators or Aſſigns, at, or, *&c.* one writing obligatory or recognizance in the nature of a Statute ſtaple bearing date, *&c.* taken, ſealed and acknowledged before, *&c.* wherein the ſaid Sir H.H. is and ſtandeth bound unto the ſaid R.L. in the ſum of, *&c.* to be cancelled and made void.

And further, the ſaid Sir H.H. R.L. and G.L. have made, ordained, conſtituted, and in their ſtead and place by theſe preſents have put and authorized A.B. *&c.* their true and lawful Attornies, joyntly and ſeverally for them, and in their names, to enter into the ſaid Mannor or Lordſhip and other the Premiſſes, and into every or any part thereof in the name of the whole, and poſſeſſion and ſeiſin thereof, or of any part or parcel thereof in the name of the whole, in their names, and to their uſe, to take: and after ſuch poſſeſſion and ſeiſin thereof, and of every part and parcel thereof ſo had and taken, to deliver full and peaceable poſſeſſion and ſeiſin thereof to the ſaid R.T. and G.B. or to their Attorney in that behalf appointed, to have and to hold to the ſaid R.T. and G.B. according to the limitations uſes, proviſoes and conditions before herein expreſſed, and according to the tenor, purport, effect and true meaning of this preſent Indenture tripartite, holding firm and ſtable all and whatſoever their ſaid Attorneys or either of them ſhall do or cauſe to be done in or about the premiſſes by theſe preſents. In witneſs, *&c.*

A Letter of Attorney to deliver poſſeſſion.

Forſter.

Memorandum, that the fourth day of M. in the, *&c.* peaceable and quiet poſſeſſion and ſeiſin of the Mannors, Meſſuages, Lands, Tenements and Hereditaments in E. and F. within ſpecified, was taken, had and delivered by the Attorneys within named, to the within named E.T. and G.B. according to the tenor and true meaning of this preſent Indenture to the uſes, proviſoes, conditions, and limitations mentioned in the ſame Indenture, in the preſence of thoſe whoſe names be ſubſcribed.

Delivery of poſſeſſion.

Memorandum, likewiſe, that the day and year aboveſaid A.B. C.D. E. F. *&c.* did agree to this preſent Grant within written, and did ſeverally Attorn Tenants to the ſaid E.T. and G.B. according

Attornment.

to

to this preſent Grant, in the preſence of thoſe whoſe names are ſubſcribed; and in witneſs thereof the ſaid A. B. C. D. E. F. *&c.* have hereunto ſet their hands. *Forſter.*

An Indenture of Bargain and Sale abſolute.

THIS Indenture made, *&c.* between Sir R.M.of, *&c.* of the one party, and R.H. and G.H. *&c.*of the other party, Witneſſeth, That the ſaid Sir R.M.for and in conſideration of the ſum of 600 l. *&c.* to him in hand, at, and before the enſealing and delivery of theſe preſents, by the ſaid R.L. and G.L. well and truly paid, whereof, and wherewith he acknowledgeth himſelf fully ſatisfied and paid, and thereof, and of every part and parcel thereof doth clearly acquit, exonerate and diſcharge the ſaid R.L. and G.L. their and either of their Heirs,Executors and Adminiſtrators and every of them for ever by theſe preſents, hath given, granted, bargained, ſold and confirmed, and by theſe preſents doth fully, clearly and abſolutely give, grant, bargain, ſell and confirm unto the ſaid R.L. and G.L. their Heirs and Aſſigns for ever, all that the Mannor and Lordſhip of C. in the County of, *&c.* with all and ſingular the Rights, Members, Liberties, Priviledges, Royalties and Appurtenances thereof whatſoever: and all that the Rectory and Parſonage of C. aforeſaid, with all Gleab-lands, Tithes of Corn,Grain and Hay,Oblations, Obventions, Fruits, Profits and Commodities whatſoever, of what nature, kind or quality ſoever they be,or by whatſoever name or names they are called or known to the ſaid Rectory and Parſonage incident, belonging or appertaining, or reputed or known to be part parcel or member thereof, or to or with the ſame now, or at any time heretofore uſually occupied or enjoyed, coming, growing, renuing and increaſing within C. and S. in the County of, *&c.* and the advowſon, gift, free diſpoſition, and right of patronage of the Vicaridge and Church of C. aforeſaid, with the appurtenances in the ſaid County of, *&c.* And alſo all and ſingular Meſſuages, Mills, Houſes, Edifices, Buildings, Barns, Stables, Dove-houſes, Yards, Orchards, Gardens, Lands, Tenements, Meadows, Feedings, Paſtures, Leaſows, Commons, Waſte-grounds, Heaths, Furzes, Moors, Marſhes, Woods, Under-woods, Wayes, Waters, Fiſhings, Fiſhing-places, Streams, Rivers, Banks, Ponds, Rents, Reverſions, Services, Courts, Leets, View of Frank-pledg, Perquiſites and Profits of Courts and Leets, and all that to Courts, Leets and view of Frankpledge doth belong or appertain, Goods and Chattels wayved and eſtrayed, Goods and Chattels of Felons and Fugitives, Felons of themſelves, and of *Forſter conſilium.*

perſons outlawed, Fees, Wards, Marriages, Eſcheats, Reliefs, Heriots, Fines, Amerciaments, Liberties, Priviledges, and all other Profits, Commodities, Advantages, Emoluments and Hereditaments whatſoever to the ſaid Mannor and Lordſhip, Rectory, and other the Premiſſes herein before mentioned, meant or intended to be hereby given, granted, bargained and ſold, and to every or any of them by any means belonging or appertaining, or with the ſame, or any of them as part, parcel or member thereof, now or at any time heretofore demiſed, let, uſed, occupied, reputed or enjoyed with all and ſingular their Appurtenances; and alſo all and ſingular Meſſuages, Lands, Tenements, Rents, Reverſions, Services and Hereditaments whatſoever of him the ſaid R.M. in C. and S. aforeſaid, and in H. and S. in the ſaid County of, *&c.* and in every or any of them; and alſo all and ſingular rents and yearly profits whatſoever, reſerved upon any demiſe, leaſe or grant, demiſes, leaſes or grants heretofore made or granted of the premiſſes, or of any part or parcel thereof; and the Reverſion and Reverſions, Remainder and Remainders of all and ſingular the Premiſſes, and of every part and parcel thereof: and alſo the ſaid R.M. for the conſideration aforeſaid, hath granted, bargained and ſold, and by theſe preſents doth fully and clearly grant, bargain and ſell unto the ſaid R.L. and G.L, their Heirs and Aſſigns for ever, all the Eſtate, Right, Title, Intereſt, Uſe, Poſſeſſion, Reverſion, Remainder, Property, Condition, Claim and Demand whatſoever, which he the ſaid R.M. hath or had, or ſhall, ſhould, may, might, or of right ought to have or claim of, in, or to the ſaid Mannor and Lordſhip of C. Rectory, Advowſon, Meſſuages, Lands, Tenements, Hereditaments and all and ſingular other the Premiſſes, with the appurtenances before, in, and by theſe preſents granted, bargained and ſold, or of, in, or to any part or parcel thereof, to have and to hold all the ſaid Mannor and Lordſhip, Rectory, Advowſon, Meſſuages, Lands, Tenements, Meadows, Feedings, Paſtures, Commons, Rents, Reverſions, Services, Hereditaments and all and ſingular other the Premiſſes herein before mentioned, meant or intended to be hereby given, granted, bargained and ſold, and every part and parcel thereof with all and ſingular the Rights, Members and Appurtenances unto the ſaid R.L. and G.L. their Heirs and Aſſigns, to the only proper uſe and behoof of them the ſaid R.L. and G.L. and of their Heirs and Aſſigns for ever. And the ſaid R.M. and his Heirs the ſaid Mannor, *&c. ut in al. warran.* &c. In *cujus rei, &c.*

Habendum.

Warranty.

An

An Indenture of Covenants to the former Indenture: whereupon a recovery is passed.

THIS Indenture made the, *&c.* between Sir R.M. of, *&c.* of the one party, and R.L. *&c.* and G.L. of the other party; whereas the said R.M. by an Indenture of bargain and sale bearing the date hereof, and sealed and delivered with these presents for the causes in the same Indenture mentioned and expressed, doth give, grant, bargain, sell and confirm unto the said R.L. and G. L. their Heirs and Assigns for ever, all that the Mannor and Lordship of C. *&c.* and divers other Lands and Tenements, as by the same Indenture of bargain and sale amongst other Covenants, Grants and Agreements therein mentioned more at large it doth and may appear. Now this Indenture witnesseth, that the said R.M. for the consideration in the said Indenture of bargain and sale mentioned, hath bargained and sold, and by these presents doth bargain and sell unto the said R.L. and G.L. their Heirs and Assigns for ever, All and all manner of Deeds, Evidences, Charters, Writings, Escripts, Court-rolls, Books of Survey, Books of Accompt, Rentals, Counterparts of Leases, Terrors, Boundaries and Minuments whatsoever, any way touching or concerning the said Mannor and Lordship, Rectory, Advowson, Messuages, Lands, Tenements and other the Premisses, with the Appurtenances, or any part or parcel thereof: All which said Deeds, Evidences, Charters, Writings, Escripts, Court-rolls, Books of Survey, Books of Accompt, Rentals, Counterparts of Leases, Terrors, Boundaries and Minuments before mentioned, or so many of them as now be in the hands, custody or possession of the said R. M. or of any other person or persons to his use, or by his delivery or which he knowing where they are, may lawfully get or come by without sute in the Law, together with true Copies of all Deeds, Evidences, Writings and Minuments as do touch or concern the Premisses, or any part or parcel thereof, joyntly with any other Lands or Tenements, the same Copies to be written and copied out at the costs and charges of the said R.L. and G.L. their Heirs and Assigns: and the said R. M. for himself, his Heirs, Executors and Administrators doth covenant, *&c.* to and with the said R.L. and G.L. their and either of their Heirs and Assigns, and every of them by these presents to deliver, or cause to be delivered unto the said R.L. and G.L. their Heirs and Assigns, or to some of them, on this side and before the Feast of, *&c.* whole, fase, uncancelled and undefaced.

For delivery of evidences.

Forfeit.

For being seized.

And the ſaid R.M. doth covenant, *&c.* in manner and form following, *viz.* That he the ſaid R.M. at the time of the enſealing and delivery of theſe preſents, is and ſtandeth, and ſo until a good and lawful eſtate ſhall be veſted and executed in the ſaid R. L. and G.L. and their Heirs, according to the intents and true meaning of theſe preſents ſhall be and ſtand, and be the very true, ſole, lawful and perfect owner, and rightfully and abſolutely ſeized of the ſaid Mannor and Lordſhip, and of all and ſingular other the premiſſes, with the appurtenances in the ſaid Indenture mentioned, meant or intended to be thereby given, granted, bargained and ſold in his Demeaſn, as of Fee-ſimple or Fee-tail general to his own proper uſe and behoof, without any manner of condition or limitation of any uſe or uſes to alter, change or determine the ſame: and that there is not, nor before the execution or veſting of the ſaid Eſtate there ſhall be any reverſion or remainder thereof, or of any part or parcel thereof, *&c.* or in any other perſon or perſons: And alſo that he the ſaid R.M. now hath, and until the executing and veſting of the ſaid Eſtate, ſhall have full power, lawful and rightful authority to convey and aſſure the ſaid Mannor and Lordſhip, Rectory, Advowſon, Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular other the above mentioned, bargained premiſſes, with the appurtenances unto the ſaid R.L. and G.L. their Heirs and Aſſigns for ever in form aforeſaid.

No reverſion in the King.

And the ſaid R.M. doth covenant, *&c.* that the ſaid Mannor and Lordſhip, Rectory, Advowſon, Meſſuages, Lands, Tenements, and all and ſingular other the Premiſſes before, by the ſaid Indenture given, granted, bargained and ſold, or meant, mentioned or intended to be thereby given, granted, bargained and ſold, and every part and parcel thereof with the Appurtenances, at the enſealing and delivery of theſe preſents, are, and be, and ſo at all times hereafter for ever ſhall be, remain and continue unto the ſaid R.L. and G.L. their Heirs and Aſſigns, free and clearly acquitted, exonerated and diſcharged, or otherwiſe well and ſufficiently ſaved and kept harmleſs of, and from all and all manner of Bargains, Sales, Gifts, Grants, Leaſes, Joyntures, Dowers, Annuities, Statute-merchant, and of the ſtaple Recognizances, Uſes, Wills, Intails, Fines for alienation without Licenſe, Poſt-fines, Rents, Charge-Rents, Seck, Arrerages of Rents, Amerciaments, Intruſions, Primer-ſeizens, Condemnations, Judgements, Extents, Executions, Claims, Duties, Debts of Record, Debts to the, *&c.* and of, and from all other Charges, Eſtates, Titles, Troubles, Incumbrances and Demands whatſoever, had, made, committed, ſuffered or done or

Diſcharge of incumbrances.

or hereafter to be had, made, committed, ſuffered, or done by Sir I.M. deceaſed, Great Grand-Father of the ſaid R.M. his Heirs and Aſſigns, or by W.M. Arbitrator deceaſed, Grand-father of the ſaid R.M. his Heirs or Aſſigns, or by the ſaid R.M. his Heirs or Aſſigns, or any of them, or by any other perſon or perſons whatſoever, having, or rightfully claiming or pretending to have, or which at any time or times hereafter ſhall have or rightfully claim, or pretend to have any lawful Eſtate, Right, Title, Intereſt, or Demand, of, in, and to the ſaid Mannor and Lordſhip and other the Premiſſes, or of, in, or to any part or parcel thereof, in, by, from, or under them or any of them, or by their or any of their Aſſent, Means, Conſent, Title, Intereſt, Act, Sufferance or Procurement; the chief Rent and Services from henceforth to grow due to the chief Lord or Lords of the Fee or Fees of the Premiſſes, for, and in reſpect only of his or their Seigniory and Seigniories, only except and forepriſed, and alſo except, *&c.* and alſo except one Leaſe, *&c.* whereupon the yearly Rent of 10 l. is reſerved, which ſhall or may be yearly from and after the fifteenth day of, *&c.* be due and payable unto the ſaid R.L. and G.L. their Heirs and Aſſigns during the continuance of the ſame excepted Leaſe: Provided alwayes that if the ſaid R.M. his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them do well and truly pay or cauſe to be contented and paid unto the ſaid R.L. and G.L. their or either of their Executors, Adminiſtrators or Aſſigns, the full ſum of 800 l. of, *&c.* on the, *&c.* at or, *&c.* that then as well this preſent Indenture, as the ſaid recited Indenture of bargain and ſale and every of them, and every Covenant, Grant, Articles, Clauſe and Agreement in them and every of them contained, on the part and behalf of the ſaid R.M. his Heirs, Executors or Adminiſtrators to be performed and kept, ſhall immediately from thenceforth ceaſe, determine and be utterly void, fruſtrate and of none effect; and that then alſo, and from thenceforth it ſhall and may be lawful, to, and for the ſaid R.M. his Heirs and Aſſigns into the ſaid Mannor and Lordſhip, Rectory, Meſſuages, Lands, Tenements, Hereditaments and other the Premiſſes with the Appurtenances, and into every or any part or parcel thereof to re-enter, and the ſame to have again, enjoy and re-poſſeſs, as in his and their firſt and former Eſtate, any thing in theſe preſents contained to the contrary thereof in any wiſe notwithſtanding.

For quiet enjoying after default of payment.

And furthermore the ſaid R.M. doth covenant, *&c.* that if default ſhall be made of the payment of the ſaid ſum of 800 l. upon the ſaid fifteenth day of, *&c.* at the place of payment, aforeſaid: that then and from and after ſuch default of payment ſo thereof, or any part or parcel there-

thereof had or made, they the ſaid R.L. and G.L. their Heirs and Aſſigns, and every of them, ſhall or may from time to time, and at all times for ever, according to the tenor, purport and true meaning of theſe preſents, peaceably and quietly have, hold, occupy, poſſeſs and enjoy the ſaid Mannor and Lordſhip, Rectory, Advowſon, Meſſuages, Lands, Tenements, Hereditaments and all and ſingular other the Premiſſes with the Appurtenances, and every part and parcel thereof, without any manner of let, trouble, interruption, eviction, expulſion or diſturbance of him the ſaid R.M. his Heirs or Aſſigns, or of any other perſon or perſons whatſoever lawfully claiming by, from, or under him the ſaid R.M. or by, from, or under the ſaid I.M. Great-Grandfather of the ſaid R.M. or by, from, or under the ſaid I.M. or by, from, or under the ſaid R.M. Father of the ſaid R.M. except before excepted.

That the Mortgager may receive the profits of his Lands until the day of redemption.

And the ſaid R.L. and G.L. do covenant, *&c.* that he the ſaid R.M. his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them ſhall or may without the let, trouble, moleſtation or interruption of the ſaid R.L. and G.L. their Heirs or Aſſigns, or of any other rightfully claiming, from, by, or under them, either or any of them, peaceably and quietly have, hold, perceive, receive, take and enjoy the Rent, Iſſues and profits of all and ſingular the ſaid Mannor and Lordſhip, Rectory, Meſſuages, Lands, Tenements, Hereditaments and all and ſingular other the Premiſſes before mentioned to be given, granted, bargained and ſold by the ſaid recited Indenture, and of every part and parcel thereof with the Appurtenances, until the ſixteenth day of *&c.* without any account to be made or yielded unto the ſaid R.L. and G.L. their Heirs, Executors or Aſſigns, of, or for the ſame, the ſaid recited Indenture or any thing therein contained to the contrary notwithſtanding: and that neither the ſaid R.L. and G.L. their Heirs or Aſſigns, nor any of them ſhall or will take any of the Rents, Iſſues, Revenues or Profits or any of the Premiſſes, or of any part thereof, or which ſhall grow, ariſe, or come in or out of the Premiſſes, or any part or parcel thereof, before the ſaid fifteenth day of, *&c.*

For further aſſurance after default of payment.

And furthermore the ſaid R.M. doth covenant, *&c.* that if he the ſaid R.M. his Heirs, Executors, Adminiſtrators or Aſſigns, or ſome or one of them do not well and truly pay or cauſe to be contented or paid unto the ſaid R.L. and G.L. their or either of their Executors, Adminiſtrators

ſtrators or Aſſigns, the ſaid ſum of 824 l. before mentioned, according to the true intent and meaning of the proviſo or condition before herein expreſſed: that then he the ſaid R.M. and Dame W. his Wife, and their Heirs, and all and every other perſon and perſons now having or claiming, or which at any time or times hereafter ſhall or may lawfully have, claim or pretend to have any Eſtate, Right, Title, Uſe, Intereſt, Condition or Poſſeſſion, of, in, and to the ſaid Mannor and Lordſhip, Rectory, Advowſon, Meſſuages, Lands, Tenements, Hereditaments and other the Premiſſes, or any part or parcel thereof, other than the perſons before excepted; for, and in reſpect only of the ſaid Annuities, Leaſes and Terms before excepted, ſhall and will from time to time, and at all times, from, and after default of payment made, as aforeſaid, for, and during the ſpace of ſeven years next enſuing, at and upon reaſonable requeſt, and at the only coſts and charges in the Law of the ſaid R.L. and G.L. their Heirs and Aſſigns, or ſome of them, do make, knowledg, execute and ſuffer, or cauſe to be done, made, knowledged, executed and ſuffered unto the ſaid R.L. and G.L. their Heirs and Aſſigns; A further and all and every ſuch other act and acts, thing and things, aſſurance and aſſurances, conveyance and conveyances in the Law whatſoever, for the better, more perfect, ſure and abſolute conveying and aſſuring of all and ſingular the ſaid Mannor and Lordſhip, Rectory, Advowſon, Meſſuages, Lands, Tenements, Hereditaments and all other the Premiſſes with the Appurtenances by the ſaid recited Indenture mentioned, or intended to be granted, bargained and ſold unto the ſaid R.L. and G.L. their Heirs and Aſſigns for ever, abſolutely without any manner of Condition, Mortgage or Redemption, be it by Fine or Fines, Feoffment, Recovery or Recoveries with ſingle or double Voucher or Vouchers, Deed or Deeds, enrolled or not enrolled, the enrolement of theſe Preſents, Releaſe, Confirmation or by all or any of them, or otherwiſe by any other lawful and reaſonable act and device, with warranty of him the ſaid R.M. and his Heirs againſt all men, or otherwiſe without warranty, if it be ſo required, as ſhall be reaſonably deviſed or adviſed by the learned Council of the ſaid R.L. and G.L. their Heirs or Aſſigns, or ſome or one of them.

And it is covenanted, granted, concluded and agreed, by and between all the ſaid parties to theſe preſents, That T. and W. P. by Writ of Entry, *ſur diſeiſin en le poſt*, to be by them ſued forth, and at their only Coſts and charges

For paſſing of a Recovery.

charges of the ſaid R.L. and G.L. out of the High Court of Chancery, and to be returned into the Court of Common Pleas at *Weſtminſter*, before the Juſtices there, againſt them the ſaid R. L. and L. then in poſſeſſion of the ſaid Premiſſes, ſhall recover the ſaid Mannor and Lordſhip, Rectory, Advowſon, Meſſuages, Lands, Tenements, Hereditaments, and other the Premiſſes mentioned, meant or intended, in, or by the ſaid recited Indenture, to be bargained and ſold with their Rights, Members and Appurtenances, in due form of Law, againſt the ſaid R.L. and G.L. then being Tenants of the ſaid Premiſſes, with the Appurtenances, by ſome name and names in the ſaid Writ and recovery to be contained, and upon the ſaid Writ and proceeding thereupon the ſaid R. L. and G.L. after appearance, ſhall vouch over to warrant the ſaid R.M. and that the ſaid R.M. ſhall thereunto appear, and vouch over to warrant the common vouchee, and that each of them, the ſaid R.L. and G.L. and the ſaid R.M. ſhall do, and ſuffer all and whatſoever to them and either of them in that behalf ſhall belong and appertain, for the ſuffering of a good and perfect recovery of all the ſaid Mannors, Lordſhips, Lands, Tenements and other the Premiſſes mentioned in the ſaid Indenture, to be thereby given, granted, bargained and ſold unto the ſaid R.L. and G. L. according to the courſe of common recoveries and aſſurances of Lands, in ſuch caſes uſed, and that the ſaid recovery ſhall in due form of Law be executed by the writ of *habere fac ſeiſin* accordingly.

To lead the uſe of the recovery.

And it is by theſe preſents likewiſe fully concluded, agreed and declared, by, and between all the parties unto theſe preſents; that the ſaid recovery and all other recoveries whatſoever had, made, knowledged, levyed, executed or ſuffered, or to be had, made, knowledged, executed or ſuffered of the Premiſſes, or of any parcel thereof, by, or betwixt the ſaid parties or any of them, and the full force and execution of the ſame and every of them, ſhall be and enure, and ſhall be had, taken, conſtrued, eſteemed and judged to be, and to enure to the only Uſes, Proviſoes, Conditions and Limitations before herein mentioned, according to the true intent and meaning of the ſaid Indenture and of theſe preſents, and to no other uſe, behoof, intent or purpoſe whatſoever.

For payment of a further ſum of money for the abſolute purchaſe of the land mortgaged

And it is further covenanted, conditioned, concluded and fully agreed, by and between the ſaid parties to theſe preſents, and the true intent and meaning of the ſaid parties to theſe preſents is, and the ſaid R.L. and G.L. do covenant, *&c.* that if the ſaid R.M. his Heirs, Exe-

Executors, Administrators or Assigns, or any of them do not pay, or cause to be paid unto the said R.L. and G.L. their Executors, Administrators or Assigns, nor to any of them, the said sum of 800 l. *&c.* at the day, and places of payment thereof above mentioned, but shall make default of payment thereof, or of any part or parcel thereof, according to the true meaning of the said Proviso or Condition, whereby, or by reason whereof the Premisses, and every parcel thereof shall become absolute to the said R.L. and G.L. their Heirs and Assigns, according to the true intent and plain meaning of these presents; that then they the said R.L. and G.L. their Heirs, Executors, Administrators or Assigns, or some of them, shall and will pay, or cause to be paid unto the said R.M. his Heirs, Executors, Administrators or Assigns, at, or, *&c.* the full sum of, *&c.* in manner and form following, that is to say, on the, *&c.* day of, *&c.* the sum of 120 l. and within one whole year next ensuing the day of the death of the said R.M. the Father, the sum of 100 l. at the end of the one other whole year then next following, one other 100 l. and at the end of one other whole year also then next ensuing, one other 100 l. in full satisfaction of, and for the clear and absolute purchase of the said Mannor and Lordship, Rectory, Advowson, Messuages, Lands, Tenements, Hereditaments, and of all and singular other the premisses in the said Indenture mentioned, to be thereby given, granted, bargained and sold, and of every part and parcel thereof with the Appurtenances. In, *&c.*

Covenants for surrendring of Copy-hold Lands.

AND the said D.S. for the consideration before in these presents expressed, doth further covenant, promise and grant, for her self, her Heirs, Executors and Administrators, and for every of them, to, and with the said J.P. his Heirs and Assigns by these presents, that she the said Dame S.S. or her Heirs, shall and will on this side and before the Feast of, *&c.* at the charges in the Law of the said I.P. his Heirs or Assigns, make and suffer, or cause to be made and suffered a good and sufficient surrender in Law, to the use of the said J.P. his Heirs and Assigns for ever, according to the custom of the Mannor of C. of one Field or Close of Pasture, *&c. and so recite the Land verbatim*, and for every part and parcel thereof with the Appurtenances, being parcels of the said Mannor of C. and which late were the Copy-hold inheritance of T.C. deceased according to the custom of the said Mannor. *For making a surrender.*

And

And the ſaid Dame S. doth covenant, *&c.* that the ſaid Copyhold lands, at the time of the making and perfecting of the ſaid Surrender, ſhall be, and ſo at all times for ever hereafter, ſhall continue unto the ſaid I. P. his Heirs and Aſſigns clearly diſcharged, or otherwiſe ſufficiently ſaved and kept harmleſs, of, and from all former Charges, Eſtates, Titles, Troubles, Surrenders, Forfeitures and Incumbrances whatſoever, made, committed, ſuffered or done by the ſaid T. C. deceaſed, his Heirs, or Aſſigns, or by the ſaid E. S. his Heirs or Aſſigns, or by the ſaid Dame S. S. or by any other Perſon or Perſons, by, or with their, every, or any of their Means, Aſſent, Title, Intereſt, Act, Sufferance or Procurements.

Diſcharged of incumbrances.

And the ſaid Dame S. doth covenant, *&c.* that the ſaid Copyhold lands and premiſſes before mentioned, to be granted and aſſigned, as aforeſaid, now are of the clear yearly worth and value of 20 l. by the year, above all rents, charges and repriſes, and ſo are, and be now well worth to be let or ſet, and that the ſame Cloſe ſhall from time to time hereafter, ſo remain, be and continue of the yearly value aforeſaid, unto the ſaid I. P. his, *&c.* during the term and continuance of the ſaid ſeveral mentioned or recited Leaſes and either of them.

That the Lands are of a certain valu per an.

A Bargain and Sale of Swans and Swan mark.

TO all Chriſtian People, to whom this preſent writing ſhall come, A. B. of, *&c.* ſendeth greeting, *&c.* Know ye, that I the ſaid A. B. for divers good cauſes and conſiderations me in this behalf ſpecially moving, have given and granted, and by this my preſent writing, do give, grant and confirm unto C. D. of, *&c.* all thoſe my Swans and Signets and game of Swans and Signets white and grey, marked with the ragged ſtaff, ſwimming, remaining in or about the River of W. in the County of, *&c.* or in, upon or about any other Rivers, Brooks, waters or places within the ſame County of, *&c.* or elſewhere whereſoever. And all Rights, Royalties, Priviledges, Preheminences, Profits and Commodities whatſoever, to the ſame Swanners and Signets, and game of Swanners and Signets, or any of them in any wiſe belonging, incident or appertaining, together with the Swan-mark aforeſaid: To have and to hold, the ſaid Swans and Signets, and game and Swans and Signets and Swan-mark aforeſaid, with their Rights and Appurtenances

purtenances whatsoever unto the said C.D. his Heirs and Assigns for ever, in as large, ample and beneficial manner and form, as I the said A.B. or any my Ancestors ever have had, held or enjoyed, or might or ought to have had, held or enjoyed the same. In witness, *&c.*

A Bargain and Sale of Underwood.

THIS Indenture made, *&c.* between, *&c.* Witnesseth that the said A.B. for, and in consideration of the sum of, *&c.* whereof, *&c.* hath bargained and sold, and by these presents doth bargain and sell unto the said C.D. all and singular Woods and Underwoods, growing and being within the grove called W. grove, and the hedge of the same containing by estimation sixteen acres, be it more or less, lying and being in the Parish of D. in the County of H. and also all the lops and shreds, of all such trees, being within the said grove called W. as have been usually lopped at the selling of the Underwood growing within the said grove, except, and alwayes out of this present sale reserved unto the said A.B. his Heirs and Assigns, all manner of trees whatsoever, other than Under-wood now growing, or being in or upon the same Grove or any parcel thereof, To have and to hold the said Under-woods, Lops and Shreds, before by these presents bargained and sold (except before excepted) unto the said C.D. his Executors and Assigns, to his and their only proper use and behoof. And the said A.B. doth covenant, *&c.* that he the said C.D. his Executors and Assigns, at his and their liberty and pleasure shall or may peaceably and quietly have, hold, take and enjoy the said Under-woods, and enter into the said Grove, and every part and parcel thereof, there to fell, hew, and cut down all and singular the said Woods, and Under-woods, and Hedg-rows, at all seasonable times in the year, from the day of the date hereof, until the, *&c.* and the same so felled, hewed and cut down, with his and their, or any of their Horses, Carts and Carriages, to bear, lead, carry and convey from thence to any other place or places, at his and their liberty and pleasure at all time and times, during the space of three years, by all convenient wayes thereunto now used and accustomed, without any lawful let, contradiction, *&c.* And the said C.D. doth covenant, *&c.* that he the said C.D. his Executors or Assigns, shall and will at every felling, which he or they shall make of the said Woods, Underwoods, and Trees, Leave standing and growing in, and upon the Premisses, so many competent and sufficient Standards, Staddels and Stories, as by the Laws and Statutes in that Case provided

provided, is, or ought to be left; and alſo ſhall and will, at his and their own proper coſts and charges, make good all Hedges and Fences about the young Springs of the ſaid Wood, for the ſafe keeping thereof from hurt and ſpoil of Beaſts and Cattel, according to the cuſtom of the County there. In witneſs, *&c.*

A Sale of Billets and Wood or Timber.

THIS Indenture made, *&c.* between T.C. R.W. and G.M. of the one part, *&c.* and I.B. and R.W. *&c.* on the other party, witneſſeth, that the ſaid, *&c.* for the conſiderations here under mentioned, have bargained and ſold, and by theſe preſents do fully and clearly bargain and ſell unto the ſaid, *&c.* ten thouſand loads of good merchantable and lawful weſtern Billets, at, and after the rate and price of three ſhillings and ſix pence the load; and alſo five hundred loads of good merchantable, ſound and well ſquared Oken Timber, accounting fifty foot to every load, at, and after the rate and price of ten ſhillings the load, with ſuch deductions and defalcations, out of the ſame ſeveral priſes, as is here under expreſſed, and the ſame Billets and Timber to be delivered, at ſuch places and times, and in ſuch manner and form as hereunder is mentioned, and the ſaid, *&c.* to and with, *&c.* That they the ſaid T.W. and G. or ſome of them, their, *&c.* ſhall and will truly deliver or cauſe to be delivered to the ſaid, *&c.* all and every the ſaid ten thouſand loads of Billets, and five hundred loads of Timber of the kind and goodneſs aforeſaid, to the proper uſe of them the ſaid, *&c.* free and diſcharged of all manner of charges and incumbrances whatſoever, and allowances (water carriage only excepted) at, and upon ſome Wharfe or Wharfs in *Henly* upon *Thames*, and *Shiplack* in the County of O. and at, and upon ſome Wharf or Wharfs in S. and R. and the Wharf neareſt *Rent* Wood in the County of *Berks*, in manner and form following, that is to ſay, three hundred loads of the ſame Billets, and one hundred loads of the ſame Timber, at or before, *&c.* and between that and the day of, *&c.* three thouſand more of the ſame Billets, and two hundred loads of the ſame Wood or Timber, at or before, *&c.* and between the ſame day of, *&c.* and the day, *&c.* four thouſand loads more of the ſame Billets, and two hundred loads more of the ſame Timber reſidue, and in full delivery and ſatisfaction of the ſaid ten thouſand loads of Billets, and five hundred loads of Timber, at or on, *&c.* and alſo that they the ſaid T.R. and G their, *&c.* ſhall not only deliver or cauſe to be delivered, all and every the ſaid Billets and Timber at the Water-ſide, or ſome Wharfe, or Wharfs in ſome or any the Towns

and

and places above mentioned, for, and to the uſe of, &c. and in form aforeſaid, clear of all charges and incumbrances whatſoever, but ſhall alſo from time to time, and at all times from henceforth ſave and keep harmleſs, the ſaid Billets and Timber, and every parcel thereof to the ſaid, &c. from and againſt the purveying to his Majeſties uſe, and againſt all and every the Purveyors and Takers of, or for his Majeſties Wood-yard, and of his Heirs and Succeſſors, or elſe ſhall deliver or cauſe to be delivered to the uſe aforeſaid, to the ſaid, &c. at the place of delivery aforeſaid, or at ſome of them, in recompence of, and for ſuch of the ſaid Billets and Timber, as ſhall be ſo taken ſo much more in ſtead thereof, at the rates and prices aforeſaid before the, &c. In part of payment of, and for all which Billets and Timber to be delivered, as aforeſaid, the ſaid I.B. and R.W. have truly paid to the ſaid T.C. R.W. and G.M. before the enſealing hereof, the ſum of, &c. of which ſaid ſum of, &c. the ſaid T.C. R. W. and G.M. acknowledge themſelves fully ſatisfied and paid, and thereof, &c. And as for the other part of the money for the ſaid Billets and Timber, amounting to the ſum of, &c. the ſaid, &c. covenanteth and granteth, to, and with, &c. well and truly to pay or cauſe to be paid to the ſaid, &c. upon the day of, &c. next after reaſonable requeſt thereof to be made, and given in writing to the ſaid, &c. or at or within, &c. after the delivery of ſo much of the ſaid Billets and Timber, as after the rates aforeſaid, ſhall amount, to the ſum of 700 l. or more, the ſaid 700 l. to be paid, at or within, &c. and it is agreed between the ſaid parties, that whereas the rate of the ſaid Billets and Timber, as aforeſaid to be delivered, do amount to the ſum of, &c. over and above the ſaid ſum of, &c. already paid, and the ſum of, &c. in form aforeſaid, covenanted to be paid: It is agreed between the ſaid parties, in reſpect of the carriage by Water of the ſaid Billets and Timber, in form following, that is to ſay, for ſo many thereof as ſhall not be delivered at H.S. aforeſaid, ſo much money as the carriage by Water of the ſame not delivered at H.S. aforeſaid, ſhall amount unto, from any other place appointed by theſe preſents for delivery thereof, unto any one of the ſaid places of H. and S. aforeſaid, or either of them, the ſaid, &c. ſhall have allowance and defalcations out of the ſaid ſum of, &c. for every load of Billets, as aforeſaid, to be delivered at S. 8. d. and for every load of Timber, &c. and for every load of Billets to be delivered at R. 4. d. and for every load of Timber 16 d. and for every load of Billets, to be delivered at the Wharfe

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neareſt *Kentiſhwood* 12 d. and for every Load of Timber 2 s. And the ſaid, *&c.* for them, *&c.* to and with *&c.* to pay and ſatisfie to the ſaid, *&c.* upon reaſonable requeſt, ſo much of the ſaid ſum of, *&c.* as ſhall amount and remain over and above the allowance and defalcations, in reſpect of the water-charges aforeſaid: and in like manner the ſaid T.C. R.W. and G.M. for them, *&c.* to and with, *&c.* that if the ſaid allowance of carriage, as aforeſaid, ſhall amount to more than 325 l. that then they the ſaid, *&c.* ſhall well and truly pay or cauſe to be paid to the ſaid I.B. and R. their, *&c.* upon reaſonable requeſt ſo much money as the ſame allowance ſhall ſurmount the ſaid ſum of, *&c. In witneſs.*

A Releaſe of a Proviſo or Condition for payment of money, reſerved upon an Indenture of Bargain and Sale.

TO all Chriſtian People to whom this preſent writing ſhall come, A.B. greeting, *&c.* Know ye, that I the ſaid A.B. have the day of the date of this preſent writing, received and had of C.D. *&c.* at or in, *&c.* and the full ſum of, *&c.* lawful money, *&c.* to me due and payable on this preſent, *&c.* in the, *&c.* by force and vertue of one proviſo or condition contained in one Indenture of bargain and ſale bearing date, *&c.* made between me the ſaid A.B. of the one party, and the ſaid C.D. of the other party, for, touching and concerning certain Meſſuages, Lands, Tenements and Hereditaments, lying in, *&c.* in the County of, *&c.* which ſaid ſum of, *&c.* ſo by me received, as aforeſaid, is in full diſcharge ſatisfaction and payment of 500 l. of, *&c.* and is for the full and abſolute bargain and ſale of all that Meſſuage, *&c.* by me the ſaid A.B. mentioned to be bargained and ſold in and by the ſame Indenture, as by the ſame Indenture more at large appeareth, of which ſaid ſum of 200 l. ſo by me the ſaid A.B. received as aforeſaid, I acknowledg my ſelf fully ſatisfied, contented and paid, and thereof, and of every part and parcel thereof, do clearly acquit, exonerate and diſcharge the ſaid C.D. his Executors and Adminiſtrators, and every of them for ever by theſe preſents. And further know ye, that I the ſaid A.B. have remiſed, releaſed and for ever quit-claimed, and by theſe preſents do remiſe, releaſe, and for ever quit-claim unto the ſaid C.D. being in his full and peaceable poſſeſſion and ſeizin being

Releaſe of all his eſtate.

ing, and to his Heirs and Aſſigns, to the only proper uſe and behoof of the ſaid C.D. his Heirs and Aſſigns for ever all the Eſtate, Right, Title, Intereſt, Claim, Condition, Entry, Benefit and Demand whatſoever, which I the ſaid A.B. have or had, or may, might or ought to have or claim, of, in, or to the ſaid Meſſuage, *&c. reciting the Land*, and of, in, and to all and ſingular other the Premiſſes, with all and ſingular their Appurtenances, in and by the ſaid recited Indenture mentioned to be bargained and ſold, and of, in, and to every part and parcel thereof with the Appurtenances? ſo that neither I the ſaid A.B. my Heirs or Aſſigns, nor any of us, nor any other perſon or perſons for us, or in our names, or in the name of any of us, ſhall or will at any time or times hereafter ask, claim, challenge or demand to have any manner of Eſtate, Right, Title, Intereſt or Demand, of, in, or to the ſaid Premiſſes, or any part or parcel thereof: but that we and every of us ſhall be thereof, and of every part and parcel thereof from henceforth utterly barred and excluded for ever by theſe preſents.

And I the ſaid A.B. and my Heirs, all and ſingular the ſaid Premiſſes with the Appurtenances, againſt me my Heirs and Aſſigns and every of us unto the ſaid C.D. his Heirs and Aſſigns for ever ſhall and will warrant, and for ever defend by theſe preſents. *Warranty.*

A Releaſe where there have a Joynt Eſtate of inheritance.

THIS Indenture made, *&c.* between G.M. T.C. and H.L. of the one party, and Sir G.M. of the other party, witneſſeth, that whereas the ſaid G.M. T.C. and H.L. are and ſtand joyntly ſeized to them and their Heirs, of an abſolute Eſtate of Inheritance in Fee-ſimple of the Mannor and Lordſhip of F. *&c. reciting the Land at large*: which the ſaid G.M. T.C. and H.L. have by vertue of a conveyance, or aſſurance, by, or from R.V. *&c.* as by the conveyance and aſſurance thereof, made by the ſaid R.V. unto the ſaid G.M. T.C. and H.L. more at large it doth and may appear: and whereas the ſaid T.C. and H.L. have by ſufficient Conveyance and Aſſurance in Law conveyed, aſſured and con-

firmed all their and either of their Eſtate, Right, Title and Intereſt in and to the ſame Mannor and Premiſſes, with the Appurtenances, unto the ſaid G.M. and his Heirs for ever, whereby he the ſaid G.M. is thereof now fully and abſolutely ſeized in his Demeaſn as of Fee, and whereas alſo the conveyance and Eſtate of the Premiſſes, ſo as aforeſaid, made unto the ſaid G.M. T. C. and H. L. and their Heirs, was to them made by the direction and appointment of the ſaid G.M. and at his only charge and coſts every kind of way, as well for the aſſurance thereof, as otherwiſe, and was meant and intended for the good of the ſaid G.L. and his Heirs, and to be at his and their only diſpoſition. Now therefore the ſaid T.C. and H.L. as much as in them is or lyeth, have remiſed, releaſed, quit-claimed and confirmed, and by theſe preſents, for, and from them and either of them, their and either of their Heirs, *&c.* do remiſe, releaſe, quit-claim and confirm unto the ſaid G.M. now being in his full and peaceable poſſeſſion of the Premiſſes, and to his Heirs, all the Eſtate, Right, Title, Intereſt, Poſſeſſion, Joynt-Tenure, Claim and Demand, which they the ſaid T.C. and H.L. have by any manner of Conveyance or Aſſurance, of, in, or to the Premiſſes, or any Part or Parcel thereof, and do by theſe preſents further deliver, and confirm the Premiſſes with the Appurtenances, and all their and either of their ſaid Eſtate, Right, Title, Intereſt, Poſſeſſion, Claim or Demand, of, in, and to the ſame Premiſſes with the Appurtenances, and every Part and Parcel thereof unto the ſaid Sir G.M. his Heirs and Aſſigns, to have and to hold the ſaid Mannor, Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular the Premiſſes with the Appurtenances unto the ſaid Sir G.M. his Heirs and Aſſigns for ever, to the only uſe and behoof of the ſaid G.M. his Heirs and Aſſigns for ever, to hold of the chief Lords of the Fee, by the Rents and Services for the ſame heretofore due and accuſtomed, *&c. With warranty as in others.*

Blunden.

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A Releaſe of an Aſſignment made upon condition.

TO all Chriſtian people to whom, &c. I.O. greeting, &c. whereas M.C. by his Indenture bearing date, &c. did for the conſideration therein mentioned, Bargain, Sell, Aſſign and ſet over to me the ſaid I O. my Executors, Adminiſtrators and Aſſigns, all his Eſtate, Right, Title, Intereſt, Term of years and Demand of, and in all that capital Meſſuage, &c. and divers other Lands and Hereditaments in L. in the ſaid County of E. in the ſaid Indenture mentioned; upon condition nevertheleſs, that if T.R. &c. his Executors or Aſſigns, or any of them, did well and truly pay, or cauſe to be paid to me the ſaid I.O. my Executors or Aſſigns, the ſum of 2000 pound of, &c. at, or, &c. on the Feaſt day of, &c. without fraud or covin, that then, and at all times from thenceforth, the ſaid Indenture of Aſſignment made by the ſaid M.C. and every Covenant, Grant, Article and thing therein contained, ſhould determine and be utterly void, and of none effect, and then alſo, &c. *reciting, the Covenant verbatim as in the Aſſignment*, as in, and by the ſaid Indenture of Aſſignment to me made by the ſaid M.C. amongſt divers other Covenants, Clauſes, Articles and Agreements therein contained, more at large it doth and may appear. Now know ye, that I the ſaid I.O. have had and received, and by theſe preſents do teſtifie, acknowledge and declare, to have received and had of the ſaid T.R. at and upon the ſaid Feaſt-day of, &c. in the ſaid Proviſo or Condition in the ſaid recited Indenture of Aſſignment mentioned, the ſum of 2000 pound, &c. according to the tenor and purport of the ſaid Proviſo or Condition in the ſaid recited Indenture contained, of which ſaid ſum of 2000 pound, ſo by me received, as is aforeſaid, and of every part and parcel thereof, I the ſaid I.O. do acknowledge my ſelf fully ſatisfied and paid, and thereof, and of every part and parcel thereof, and of all and all manner of Intereſt, Title and Demand, in, or to the Premiſſes, or any of them, do clearly exonerate, acquit, and for ever diſcharge the ſaid M.C. and T.R. and either of them, their and either of their Heirs, Executors and Adminiſtrators, and every of them by theſe preſents. *In Witneſs*, &c. *Elmden.*

A Releaſe of a Mannor.

TO all Chriſtian people to whom this preſent writing ſhall come, I. R. Greeting, *&c.* Know ye, that I the ſaid I.R. for divers good cauſes and conſiderations me in this behalf ſpecially moving, have remiſed, releaſed and quit-claimed, and by theſe preſents do for me and my Heirs remiſe, releaſe, and for ever quit-claim unto T. G. and M. his Wife, in their full and peaceable poſſeſſion and ſeiſin being, and to the Heirs and Aſſigns of the ſaid T.G. to the only proper uſe and behoof of them the ſaid T.G. and M. and of the Heirs and Aſſigns of the ſaid T.G. for ever, all the Eſtate, Right, Title, Intereſt, Uſe, Poſſeſſion, Reverſion, Remainder, Property, Claim and Demand whatſoever, which I the ſaid I.R. have or had, or that I, my Heirs or Aſſigns, or any of us at any time or times hereafter ſhall have, or may, might, ſhould or ought to have or claim, of, in, and to all that the ſcite of, &c. *recite the Land as in the Indenture of bargain and ſale*; and of, in, and to every part and parcel thereof, and of, in, and to the Reverſion and Reverſions whatſoever, of all and ſingular the Premiſſes herein before mentioned to be remiſed and releaſed, and of every part and parcel thereof with the Appurtenances: and of, in, and to all and ſingular Woods, Under-woods and Trees growing or being, of, in, or upon the Premiſſes, or any part or parcel thereof: and of, in, and to the ground and ſoil of the ſame Woods, Under-woods and Trees, and of, in, and to all and ſingular the Rents and yearly Profits whatſoever, reſerved upon any Demiſe, Leaſe or Grant heretofore made or granted of the Premiſſes, or of any part or parcel thereof, to have and to hold the ſaid ſcite, *&c.* and the ſaid Meſſuage or Tenement called the B. the ſaid Tenement called the C. and all and every other the ſaid Meſſuages, Lands, Tenements, Meadows, Feedings, Paſtures, Commons, Hereditaments, and all and ſingular other the Premiſſes herein before mentioned, to be remiſed and releaſed, and every part and parcel thereof, with the Appurtenances, together with the ſaid Eſtate, Right, Title, Intereſt, Uſe, Poſſeſſion, Reverſion, Remainder, Property, Claim and Demand whatſoever of me the ſaid I.R. and my Heirs, of, in, and to the ſame Premiſſes, and of, in, and to every part and parcel thereof, with their Appurtenances, unto the ſaid T.C. and M. his Wife, and to the Heirs and Aſſigns of the ſaid T.C. to the only proper uſe and behoof of them the ſaid T.C. and M. and of the Heirs and Aſſigns of the ſaid T.C. for ever: So that neither I the ſaid I.R. nor my Heirs, nor any of us, nor any other perſon or perſons, for us, or any

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of us, or in the name or names of us or any of us, ſhall or will at any time or times hereafter, ask, claim, challenge or demand to have any manner of Eſtate, Right, Title, Intereſt or Demand, of, in, or to the ſcite, *&c.* Lands, Tenements, Meadows, Feedings, Paſtures, Hereditaments, and other the Premiſſes, or any part or parcel thereof with the Appurtenances: but that we and every of us ſhall be thereof, and of, and from every part and parcel thereof from henceforth utterly barred and excluded for ever by theſe preſents, *with warranty againſt I. R. and his Heirs.*

A Releaſe of a Rent reſerved in a pair of Articles of Agreement.

TO all Chriſtian people to whom, *&c.* W.F. greeting, *&c.* whereas I.H. of, *&c.* being poſſeſſed and intereſted for divers years yet to come, of, and in divers Meſſuages, Lands, Tenements and Hereditaments, mentioned and contained in one pair of Indentures, dated, *&c.* had and made between him the ſaid I.H. of the one party, and H.A. of the other party, did by Indenture bearing date, *&c.* aſſign and ſet over unto the ſaid H.A. the ſaid original Leaſe, and all and ſingular the Lands, Tenements and Hereditaments therein contained, all which the ſaid H.A. hath ſithence by his ſeveral Grants or Aſſignments, granted, aſſigned and ſet over unto G.R. of, *&c.* to have to him, his Executors and Aſſigns, for and during all his Eſtate, Title, Term, Intereſt and number of years which he had, of, in, or to the Premiſſes, as by his ſeveral Grants or Aſſignments more at large appeareth, to this intent, meaning and purpoſe; nevertheleſs, and upon truſt and confidence that the ſame ſhall be to the uſe, benefit and behoof of D.N. W.F. and R.M. equally amongſt them. And whereas by a certain pair of Articles of agreement indented, bearing date the, *&c.* made between the aforeſaid W.F. on the one party, and the ſaid D.N. of the other party, it was agreed between them the ſaid D.N. and W.F. and the ſaid W.F. did for him, his Executors, Adminiſtrators and Aſſigns, covenant, grant and agree, to, and with the ſaid D.N. his Executors and Aſſigns, that he the ſaid D.N. his Executors or Aſſigns, ſhould or might, at all time and times from thenceforth during the ſaid term, have and enjoy to his only uſe and behoof, all the Eſtate, Title, Term, Intereſt, number of years, Uſe and Commodity whatſoever, which he the ſaid W.F. his Executors, Adminiſtrators or Aſſigns, had, ſhould or might have, of, in, or to one full third part, in three parts to be divided of all and ſingular the Premiſſes, and all the Eſtate, Title, Term, Intereſt, Uſe, Benefits, Number of years and Commodiy,

which he the ſaid W.F. hath, of, in, or to the Premiſſes, or any part thereof; in conſideration whereof, the ſaid D.N. his Executors, Adminiſtrators or Aſſigns, ſhould yearly pay, or cauſe to be paid unto the ſaid W.F. his Executors, Adminiſtrators or Aſſigns, two hundred pounds, during the ſaid term: the ſame to be paid, &c. *as in the Articles of agreement*: as by the ſame Articles of agreement may appear. Now know ye, that the ſaid W.F. for and in conſideration of the ſum of two thouſand pound, &c. to him in hand at and before the enſealing and delivery of theſe preſents by the ſaid D.N. well and truly paid, doth by theſe preſents for him, his Heirs, Executors and Adminiſtrators, freely, clearly and abſolutely acquit, diſcharge, grant, remiſe, releaſe, and for ever quit-claim unto the ſaid D.N. his Heirs, Executors and Adminiſtrators, the ſaid yearly rent or ſum of two hundred pound of, *&c.* ſo as aforeſaid mentioned, reſerved or covenanted to be paid in and by the ſaid Articles of agreement, as aforeſaid, and all and every the Covenants, Conditions and Agreements touching the ſame Rent, and alſo all and all manner of Actions, Suits, Cauſe and Cauſes of Actions and Suits, Treſpaſſes, Reckonings, Rents, Arrerages of Rents, Accompts, Executions, Sum and Sums of money and Demands whatſoever, which at any time heretofore ever he the ſaid W.P. hath or had, or that he, his Heirs, Executors or Adminiſtrators, or any of them, at any time or times hereafter can or may have, claim or challenge to have, to, for, or againſt the ſaid D.N. his Heirs, Executors or Adminiſtrators, or any of them, for, or by reaſon of the ſaid yearly Rent of two hundred pound, or any of the Articles or Agreements concerning the ſame, or any of them, or any other the Covenants, in the ſaid ſeveral writings contained, or either of them: And further know ye, that the ſaid W.F. doth by theſe preſents remiſe and releaſe unto the ſaid D.N. his Executors and Adminiſtrators, all and all manner of other Actions, Suits and Demands whatſoever, which at any time heretofore he hath had, or at any time hereafter ſhall or may have, to, or againſt the ſaid D. N. his Executors or Adminiſtrators, for, or by reaſon of any other matter, cauſe or thing whatſoever, from the beginning of the World until the, &c. day of, &c. In witneſs, &c.

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A Releaſe of a Condition in an Indenture of Bargain and Sale, with the Proviſo recited.

TO all Chriſtian people to whom, &c. T.C. and R.W. &c. greeting, &c. whereas the ſaid T.C. and R.W. by their Indenture of bargain and ſale bearing date, as well for, and in conſideration of the ſum of 1000 l. &c. then in hand paid to E.E. by M.B. as for twenty ſhillings of, &c. paid unto the ſaid T.C. and R.W. and for divers other good cauſes and conſiderations them thereunto eſpecially moving, did bargain, ſell, enfeoff, and confirm unto the ſaid M.B. his Heirs and Aſſigns for ever, all that their Park of N. &c. *verbatim, as in the Indenture of Bargain and Sale*, as by the ſame recited Indenture, amongſt divers other Grants, Covenants, Proviſoes, Clauſes and Agreements therein contained, more plainly and at large it doth and may appear: in, and by which ſaid Indenture before recited, there is a Condition or Proviſo contained in theſe words, or to this effect following, that is to ſay: provided always, that if the ſaid M.B. &c. *reciting the Proviſo or Covenant truly.* Now know ye, that we the ſaid T.C. and R.W. for divers good and reaſonable cauſes and conſiderations, us in this behalf ſpecially moving, have remiſed, releaſed and quit-claimed, and by theſe preſents do for us and our Heirs, remiſe, releaſe, and do for ever quit-claim unto the ſaid M.B. being in his full and peaceable poſſeſſion and ſeiſin of the Premiſſes, and to his Heirs and Aſſigns to the only uſe and behoof of him the ſaid M.B. his Heirs and Aſſigns for ever, the ſaid Proviſo and Condition, and all and every Article, Matter and Clauſe concerning the ſame; and all the Eſtate, Right, Title, Intereſt, Claim, Condition, Entry, Benefit and Demand, and every of them whatſoever, which we the ſaid T.C. and R.W. or either of us, have or hath, or may or ought to have or claim, of, in, or to the ſaid Park called N. Lodges, Lands, Tenements, Meadows, Feedings, Paſtures, Woods, Under-woods, Waters, Fiſhes, Fiſhings, Waſte-ground, Hereditaments, and all and ſingular other Liberties, Profits and Commodities whatſoever mentioned, or expreſſed or intended to be granted bargained or ſold, in, or by the ſaid recited Indenture dated, &c. and of, in, and to every part and parcel thereof with the Appurtenances, ſo that neither we, &c. *as in other before with warranty as aforeſaid.*

A Releaſe of an Annuity.

TO all Chriſtian people to whom, *&c.* A.B. greeting, *&c.* whereas the ſaid A.B. by his Deed, *&c. reciting the Grant of Annuity.* Now the ſaid A.B. in conſideration, *&c.* hath granted, remiſed, releaſed, and quit-claimed, and by theſe preſents doth grant, remiſe, releaſe, and for ever quit-claim unto the ſaid R.O. being the true and lawful owner of the ſaid Mannor of R. and in poſſeſſion of the ſame at the enſealing and delivery hereof, the ſaid Annuity or yearly Rent of thirteen pounds, *&c.* and all the Arrerages thereof if any be, and all the Eſtate, Right, Title, Intereſt, Benefit, Claim and Demand whatſoever of him the ſaid A.B. in and to the ſaid Annuity or yearly Rent of 13 l. or on Arrerages, Diſtreſs or Diſtreſſes, Entry or Forfeiture had or taken, or which may or can be had, taken or claimed, for, concerning, or by reaſon of the ſaid Annuity or yearly Rent, or Arrerages thereof, if any be. In witneſs, *&c.*

A Releaſe of the Condition and other Covenants in an Indenture of Mortgage, with a Confirmation from the Mortgager to the Mortgagee.

THIS Indenture made the, *&c.* between Sir H.H. *&c.* of the one party, and R.H. and G.L. of the other party. Whereas the ſaid Sir H.H. by one Indenture bearing date, *&c.* as well for and in conſideration of the ſum of 400 l. then already paid unto the ſaid H.H. before the enſealing and delivery of the ſaid Indenture, as alſo for, and in conſideration of the ſum of 1000 l. *&c.* to be paid unto the ſaid H. his Executors or Aſſigns, at ſuch day, time and place, and in ſuch manner and form, as in the ſaid recited Indenture dated, *&c.* were ſet down and expreſſed, hath given, granted, bargained, ſold, confirmed, and delivered unto the ſaid R.L. and G.L. their Heirs and Aſſigns for ever, all that the Mannor or Lordſhip of E. in the County of L. *&c. as in the Indenture*: And ſithence the ſaid Sir H.H. and R. his Wife, have levyed a Fine of the ſaid Mannor or Lordſhip, Meſſuages, Lands, Tenements, and of other the Premiſſes, or of the greateſt part thereof, unto the ſaid R.L. and G.L. and to the Heirs of one of them: and ſithence a recovery in and by a Writ of entry *ſur diſſeiſin en le poſt*, hath been had of the Premiſſes, or of the moſt part thereof againſt the ſaid R. L.

and

and G.L. who vouched therein to warranty the ſaid H.H. who thereupon entred into the warranty, and vouched over to warranty the common Voucher, in, and by all things, according to the uſual order and form of common recoveries with double voucher for aſſurance of Lands and Tenements, which recovery hath been executed by Writ of *Habere facias ſeiſin*; accordingly which ſaid fine and recovery, and all other fines and recoveries whatſoever, ſithence the date of the ſaid Indenture had, levied or ſuffered, by, or between any of the ſaid parties to the ſame Indenture, or any of them of the Premiſſes, or of any part or parcel thereof, were had, levied and ſuffered, to the only uſe of the ſaid R.L. and G.L. and their Heirs, upon the condition contained in the ſame Indenture, and according to the intent and true meaning of the ſame Indenture, dated the ſaid firſt day of, *&c.* and to no other uſe, intent or purpoſe. In which ſaid Indenture dated the ſaid firſt of, *&c.* there is a Proviſo or Condition contained in theſe words, or to this effect following: that is to ſay, Provided always, *&c. reciting the Proviſo.* And in which ſaid recited Indenture dated the ſaid firſt day of *&c.* there is a Covenant contained in theſe words, or to this effect following; that is to ſay, and the ſaid R.L. and G.L. do covenant and grant, *&c. reciting the Covenant, that the Mortgager may have and receive the iſſues of the Lands Mortgaged till the day of payment*, &c. And in which ſaid recited Indenture dated the ſaid firſt day of, *&c.* there is alſo contained a Covenant in theſe words, or to this effect following, *viz.* in conſideration whereof the ſaid R.L. and G.L. for themſelves, their Heirs, Executors and Aſſigns, and every of them, do covenant and grant, to and with, *&c.* by theſe preſents; That if neither the ſaid H.H. his Heirs or Aſſigns, nor any of them, do pay the ſaid ſum of 4000 l. *&c.* to the ſaid R.L. and G.L. their Heirs, Executors, Adminiſtrators and Aſſigns, nor to any of them, according to the intent and true meaning of the ſaid proviſo or condition before herein mentioned; that then they the ſaid R.L. and G.L. their Executors, Adminiſtrators or Aſſigns, or ſome of them, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid H.H. his Executors, Adminiſtrators or Aſſigns, or ſome of them at the ſaid, *&c.* the ſum of 1000 l. *&c.* at or upon the ſecond day of, *&c.* as the reſidue, and in full ſatisfaction of the clear and abſolute purchaſe of the ſaid Mannor or Lordſhip, Lands, Tenements and other the Premiſſes, without fraud, coven or further delay, as in and by the ſaid recited Indenture, dated the ſaid firſt day of, *&c.* amongſt divers other Covenants, Grants, Articles and Agreements therein contained, more plainly at large it doth and may appear. Now this Indenture witneſſeth,

neſſeth, that the ſaid H.H. for divers good and ſufficient cauſes and conſiderations him the ſaid H.H. eſpecially moving, hath remiſed, releaſed, and quit-claimed, and by theſe preſents doth for him and his Heirs, remiſe, releaſe, and for ever quit-claim unto the ſaid R.L. and G.L. in their full and peaceable poſſeſſion and ſeiſin being of the Premiſſes, and to their Heirs and Aſſigns, to the only proper uſe and behoof of them the ſaid R.L. and G.L. their Heirs and Aſſigns for ever, the ſaid Proviſo and Condition, and all and every Article, Matter and Clauſe concerning the ſame, and all and every the ſaid covenants before herein recited, and every Article, Sentence and Clauſe concerning the ſame, and every or any of them, and all the Eſtate, Right, Title, Intereſt, Claim, Condition, Entry, Benefit and Demand whatſoever, which he the ſaid H.H. hath, or may, might, ſhould, or ought to have Claim, of, in, or to the ſaid Mannor or Lordſhip of E. Mannors, Meſſuages, Lands, Tenements, Rents, Reverſions, Services, &c. and all other Profits, Liberties, Commodities, Hereditaments, and other the Premiſſes, with their and every of their Rights, Members and Appurtenances whatſoever, mentioned, or expreſſed, or intended to be given, granted, bargained and ſold, in, or by the ſaid recited Indenture dated the ſaid firſt day of, &c. and of, in, and to every part and parcel thereof with the Appurtenances, and all manner of Conditions, Covenants, Articles for Conditions broken and Demands whatſoever, of, touching, or in any wiſe concerning the ſaid Mannor or Lordſhip, Lands, Tenements, and other the Premiſſes, or any part or parcel thereof; ſo that neither he the ſaid H.H. nor his Heirs, or any of them, nor any other perſon or perſons for him, them, or any of them, or in his or any of their name or names, or in the name or names of them or any of them, ſhall or will at any time or times hereafter ask, claim, challenge or demand, to have any manner of Eſtate, Right, Title, Intereſt or Demand; of, in, or to the ſaid Mannor or Lordſhip, and other the Premiſſes, or any part or parcel thereof, other than ſuch Eſtates, Terms and Intereſts, as are in the former recited Indenture excepted. But that he, they, and every of them (except before excepted) ſhall be thereof, and of, and from every part and parcel thereof, from henceforth utterly barred and excluded for ever by theſe preſents: And further, the ſaid H.H. doth for him and his Heirs confirm the Eſtate of the ſaid R.L. and G.L. of, and in the ſaid Mannor or Lordſhip, Meſſuages, Lands, Tenements and other the Premiſſes, To have and to hold all the ſaid Mannor or Lordſhip, Lands, Tenements, and other the Premiſſes, to the ſaid R.L.

and

and G.L. their Heirs and Aſſigns for ever, abſolutely without any manner of condition whatſoever, to the only proper uſe and behoof of them the ſaid R. L. and G. L. their Heirs and Aſſigns for ever. And the ſaid H. H. and his Heirs, the ſaid Mannor or Lordſhip, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes, with their and every of their Appurtenances, unto the ſaid R. L. and G.L. their Heirs and Aſſigns, to the only proper uſe and behoof of them the ſaid R. and L. their Heirs and Aſſigns for ever, againſt all men, ſhall and will warrant and for ever defend by theſe preſents: And the ſaid H.H. doth alſo by theſe preſents, remiſe, releaſe, and quit-claim unto the ſaid R.L. *Forſter.* and G. L. their Heirs and Aſſigns all manner of Errors, Writs of Error and perſonal demands whatſoever. *In witneſs whereof, &c.*

An Indenture of Allotment of ſeveral parts of Land.

THIS Indenture ſextipartite made, &c. Between W. C. on the one part, E.D. and D. his Wife on the ſecond part, P. H. and F. his Wife on the third part, R.P. and M. his Wife on the fourth part, W.C. and E. his Wife on the fifth part, and T.L. and F. his Wife on the ſixth part, *witneſſeth*, That whereas divers and ſundry Mannors, Lands, Tenements, Rents, Reverſions, Services and Hereditaments, with the Appurtenances, late the Inheritance of the late Lady I. B. deceaſed, ſometimes Wife of the Right Honourable Sir E.B. Knight, likewiſe deceaſed, ſet, lying and being in divers and ſundry Countries, Shires and places within the Territories of *England*, by and after the death of the ſaid Lady I. B. did lawfully deſcend and come, and of right ought to deſcend and come unto the ſaid W. C. E. D. and D. his Wife, P. H. and F. his Wife, R. P. and M. his Wife, W. C. and E. his Wife, T. L. and F. his Wife; that is to ſay, to the ſaid W. C. as Couſin, and one of the Co-heirs of the ſaid Lady I.B. that is to ſay, Son of the Lady A.C. deceaſed, Daughter of the ſaid Lady I.B. by G.C. Knight, Lord C. late Husband of the ſaid Lady A. now likewiſe deceaſed, lawfully begotten, to the ſaid D.C. and D. his Wife, in the right of the ſaid D. one other of the Daughters and Coheirs of the ſaid Lady I.B. to the ſaid P.H. and F. his Wife in the right

right of the ſaid F. one other of the Daughters and Co-heirs of the ſaid Lady I.B. To the ſaid R.P. and M. his Wife, *&c.* one other of the Daughters and Co-heirs of the ſaid Lady I.B. to the ſaid W.C. and E. his Wife, as in the right of the ſaid E. one other of the Daughters and Co-heirs of the ſaid Lady I.B. and to the ſaid T.L. and F. his Wife, as in the right of the ſaid F. one other of the Daughters and Co-heirs of the ſaid Lady I.B. by reaſon whereof the ſaid W.C. E.C. *&c.* into the ſaid Mannor, Meſſuages, Lands, Tenements and Hereditaments, with their Appurtenances entred, and were thereof ſeized in *Coparcionari*: That is to ſay, the ſaid W.C. in his own right, and the ſaid E.C.R.P. *&c.* and their ſaid Wives, in the right of their ſaid Wives, and they being thereof ſo ſeized of their wills, and mutual aſſent and agreement the ſeventh day of, *&c.* laſt paſt, before the date hereof, did make partition thereof in manner and form following; that is to ſay, they did grant and indifferently divide and ſever all the Mannors, Meſſuages, Lands, Tenements and Hereditaments, with their Appurtenances to them deſcended and come, as is aforeſaid, and which he hereafter expreſſed into ſix ſeveral parts or ſhares, and agreed that every of the ſaid ſix ſeveral parts ſhould be ſeverally written and mentioned in a ſcroul of paper by it ſelf, and that afterwards every of the ſaid ſix ſeveral ſcrouls of paper, ſhould be by an indifferent man thereunto appointed by their mutual aſſents, ſeverally incloſed and covered, in, and with wax made like little balls of like bigneſs and weight, ſo as no man may ſee any of the ſcrouls, and that then the ſaid little balls of wax ſhould be put in a bonnet, to be kept in the hands of an indifferent man thereunto appointed by their mutual aſſents, and that the ſaid W.C. being Heir unto the eldeſt Daughter of the ſaid Lady I.B. or his deputy thereunto ſufficiently authorized, ſhould firſt put in his hand into the ſaid bonnet, and ſhould firſt take and chooſe out of the ſame bonnet one of the ſaid balls, and that he ſhould have and hold to him and to his Heirs for ever, for his part, portion and purport of the Premiſſes, only thoſe of the ſaid Mannors, Lands, Tenements and Hereditaments, that ſhould be mentioned and written in the ſcroul incloſed and covered in and with the ball of wax, that he or his ſaid deputy for him ſhall take and chooſe: and that the ſaid W.C. having married the ſaid E. being the ſecond Daughter of the ſaid Lady I.C. or his deputy thereto ſufficiently authorized, ſhould for him the ſaid W. and the ſaid E. his Wife, being the ſecond Daughter of the ſaid Lady B. ſecondly put in his hand, *&c.* and ſhould ſecondly take and chooſe, *&c.* one other of the ſaid balls; and that the ſaid W.C. and E. his Wife, ſhould have, hold and enjoy to them and to the Heirs

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of the ſame E. for ever, as in the right of the ſaid E. of the Premiſſes only thoſe, *&c.* and that the ſaid P.H. *&c.* as Mr. C. *mutat. mutand.* and ſo the other, all which was done accordingly. And the ſaid W.C. putting in his hand firſt into the ſaid bonnet, and taking and chooſing out of the ſaid bonnet one of the ſix balls, wherein was one of the ſaid ſix ſcrouls, in which was written and mentioned the Mannor of W. with the Appurtenances late of the ſaid Lady I.B. and all the Lands, Tenements, Meadows, Feedings, Paſtures, Rents, Reverſions, Services and Hereditaments with their Appurtenances, which were of the ſaid Lady B. in W.M. and W.H. in the County of, *&c.* the Mannor of T. *&c.* And the ſaid W.C. putting in his hand ſecond in the ſaid, *&c.* the ſaid P.H. *&c.* the ſaid R.P. *&c.* the ſaid E.C. by his deputy, *&c.* the ſaid T.L. *&c.* Know ye, that the ſaid parties and every of them do and doth by theſe preſents, for him, her, and them, and his and their Heirs aſſent to the ſaid partition of the Premiſſes, ſo between them hereof made and had as aforeſaid; And that every of them doth and do for him, her and them, and his and their Heirs accept and take the part, portion and purpart to him, her and them happened and allotted as is aforeſaid, in full recompence of his, her and their part, portion and purpart of all the Mannors, Lands, Tenements and Hereditaments to him, her and them, and any of them deſcended or come from the ſaid Lady B. And that every of the ſaid parties doth and do for him, her and them, and his and their Heirs, ratifie and confirm the ſaid portion, and alſo that every of the ſaid parties doth and do for him, her and them, and for his, her and their Heirs ratifie and confirm to the other of them and their Heirs, the Mannors, Lands, Tenements and Hereditaments, to the other of them allotted and happened, by vertue of the partition as is aforeſaid, as alſo all the Eſtates and Intereſts which the other of them hath therein; and to the intent that no diſſention or variance ſhould hereafter happen or ariſe betwixt the ſaid parties to theſe preſents, their Heirs or Aſſigns or any of them, for, touching or concerning the ſaid Mannors, Lands, Tenements and Hereditaments with their Appurtenances, or any part or parcel thereof: it is covenanted, granted, condeſcended, concluded and fully agreed between the ſaid parties to theſe preſents, their Heirs and Aſſigns in manner and form following, That is to ſay, firſt the ſaid W.C. covenanteth and granteth for him, his Heirs, Executors and Adminiſtratros by theſe preſents, to, and with the ſaid C. and D. his Wife, and the Heirs and Aſſigns of the ſaid D. and and with the ſaid P,H. and F. his Wife, and to the Heirs and Aſſigns of the ſaid F. and to, and with the ſaid R.P. *&c.* and

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the Heirs and Aſſigns of the ſaid, &c. and to, and with the ſaid W.C. and the ſaid, &c. and to and with the ſaid T.L. and the ſaid, &c. ſeverally for their parts, portions and purparts of the Premiſſes: that he the ſaid W.C. his Heirs and Aſſigns, and every of them at all times hereafter, and from time to time whenſoever he the ſaid W.C. his Heirs or Aſſigns, or any of them, ſhall be thereunto reaſonably required by the ſaid E.D. or D. his Wife, or either of them, or the Heirs or Aſſigns of the ſaid D. for the ſaid part, portion and purpart of the ſaid D. of, and in the Premiſſes, and by the ſaid P.H. &c. and by the ſaid R.P. &c. and by the ſaid W.C. &c. and by the ſaid T.L. &c. To make, do, acknowledge, and ſuffer, or cauſe to be made, done, acknowledged and ſuffered all and every act and acts, thing and things, for the further and more better aſſurance and ſure making in the Law unto the ſaid E.D. and D. his Wife, and to the Heirs and Aſſigns of the ſaid D. the ſaid part, portion and purpart of the Premiſſes allotted and fallen unto the ſaid E.D. and D. his Wife, as is aforeſaid; and unto the ſaid P.H. &c. and unto the ſaid R.P. &c. and unto the ſaid W.C. &c. and unto the ſaid T.L. as by the ſaid E.C. and D. his Wife, and the Heirs and Aſſigns of the ſaid D. or by their or any of their Council learned in the Law, and at their or any of their coſts and charges in the Law, for their ſaid part, portion and purpart of the Premiſſes, and by the ſaid P.H. and by the ſaid R.P. &c. and by the ſaid W. C. &c. and by the ſaid T.L. &c. ſhall be reaſonably adviſed, deviſed and required; be it by Fine, Feoffment, Recovery, with Voucher or Vouchers, Deed or Deeds inrolled, the inrolement of theſe preſents, releaſe, confirmation, and by all theſe wayes and means, or by any of them, or otherwiſe with warranty or warranties againſt the ſaid W.C. his Heirs and Aſſigns, only or without warranty, at the election and pleaſure of ſuch as ſhall require the ſame as is aforeſaid. And that the ſaid W.C. his Heirs and Aſſigns, ſhall at all times hereafter from time to time exonerate, acquit, diſcharge, or otherwiſe ſave harmleſs as well the ſaid E.C. and D. his Wife, and the Heirs and Aſſigns of the ſaid D. The ſaid P.H. &c. the ſaid R.P. &c. the ſaid W.C. &c. and the ſaid T.L. &c. of alſo their ſaid parts, portions and purparts of the Premiſſes, of, and from all and all manner of former Bargains, Sales, Joyntures, Dowers, Uſes, Wills, Statutes-merchant, and of the Staple, Recognizances, Judgements, Executions, Iſſues, Fines, Amerciaments, Intruſions, Alienations, without Licenſe, Rents, Charges, Rents-ſeck, Arrerages of Rents, and of, and from all other Charges, Incumbrances and demands whatſoever they be had, made, or done by the ſaid W.C. *the like ſeveral Covenant*

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for all the reſt, one after another, *Mutat. mutand.* And the ſaid W.C. and E. his Wife, P.H. and D. his Wife, T.L. and F. his Wife, covenant and grant for them, their Heirs, Executors, Adminiſtrators and Aſſigns by theſe preſents, to, and with the ſaid W.L.C. his Heirs and Aſſigns: That if the ſaid Mannor of W.M. ſhall happen at any time hereafter to be charged, chargeable or extendable, by reaſon of any Statute, Recognizance, or otherwiſe for any ſum or ſums of money before the ſaid ſeventh day of, &c. laſt paſt, due or payable by any act done, or acknowledged by any other than the ſaid W.L. C. That then the ſaid E.L. C. and D. his Wife, &c. P.H. &c. R.P. and, &c. W.C. and, &c. T.L. and, &c. their Heirs, Executors and Adminiſtrators, ſhall equally at their indifferent charges bear and pay five parts in ſix parts to be divided of ſuch ſum and ſums of money, for which the ſaid Mannor of W.M. ſhall be ſo charged, chargeable or extendable. In witneſs, *&c.*

An Indenture to avoid the Title of Survivorſhip, where Lands are granted to two by Leaſe.

THis Indenture made, *&c.* Between, *&c.* Whereas the ſaid A.B. and C.D. in and by one Indenture of Leaſe made, &c. do ſtand and are joyntly intereſſed and poſſeſſed, of, and in all that the Mannor, Lands, *&c.* for and during, *&c.* as by the ſaid Indenture at large appeareth. And for as much as both the ſaid parties are willing and deſirous, that the Survivor or Overliver of them, ſhall not at any time hereafter take any commodity or advantage of the Premiſſes or any parcel of them by way of Survivor or Overliver, according to the courſe and order of the Common Laws of this Kingdom, by reaſon of the joynt Title, Eſtate and Intereſt, which they have in, and to the Premiſſes, by vertue of the Indenture of Leaſe aforeſaid; Therefore it is fully covenanted, concluded, condeſcended and agreed upon, between the ſaid parties in manner and form following, *viz.* firſt the ſaid A.B. doth, *&c.* to and with, *&c.* that if it do fortune or happen the ſaid A.B. to ſurvive and overlive the ſaid C.D. for avoiding the ſaid Title of Survivor in and to the Premiſſes, That he the ſaid A. his Executors, Adminiſtrators and Aſſigns, ſhall and will peaceably and quietly permit and ſuffer the Executors, Adminiſtrators and Aſſigns of the ſaid C.D. being then deceaſed, to have, occupy and enjoy to their own proper uſe and uſes, and to the proper uſe of any of them in common or in ſeveralty, immediately after the death of the ſaid C. at his or their will and pleaſure, all that the moiety, part and purpart of the ſaid C. in and to the Premiſſes, and every of them, into two equal parts to be divided, during the reſidue

reſidue and remainder of years of the term of years above mentioned, which then at the death of the ſaid C. ſhall be to come and unexpired without the let or diſturbance of the ſaid A. his Executors or Aſſigns; the title of Survivor, of, and in the Premiſſes, in any wiſe notwithſtanding: and alſo the ſaid C.D. doth covenant, *&c.* to, and with A.B. *&c.* for avoiding of the ſaid Title of Survivor in the Premiſſes; that if it do fortune or happen the ſaid C. to ſurvive and over-live the ſaid A.B. that he the ſaid C.D. *ut ſupra mutat. mutand.* And the ſaid A.B. doth covenant, *&c.* to and with, *&c.* in manner and form following, *viz.* That he the ſaid A. his Executors, Adminiſtrators or Aſſigns, or one of them ſhall pay the moiety and one half of the ſaid yearly Rent of, *&c.* unto the ſaid T.B. his Heirs and Aſſigns in the Indenture of Leaſe fore-mentioned, and alſo ſhall bear and diſcharge half of all the covenants, reparations and charges therein contained, which on the part of the ſaid A.B. and C.D. are to be obſerved and done in the ſaid Indenture of Leaſe compriſed. And further that the ſaid A.B. his Executors or Aſſigns, ſhall well, truly and ſafely keep the ſaid Indenture of Leaſe unſurrendered, uncancelled, undefaced and whole to the defence, ſaving and preſervation as well of the Intereſt, Title, and Term of the ſaid C.B. as alſo of the Title, Intereſt and Term of the ſaid C.D. in and to the Premiſſes, during the Term aforeſaid; the like covenant for C.D. *mutat. mutand.*

An Indenture where two have a joint Eſtate upon Covenant, that either of them may have an equal part in the Land or money lent, taking no benefit by ſurvivorſhip.

THIS Indenture made, *&c.* between A.B. on the one part, and C.D. on the other part, witneſſeth, that whereas E.F. by a certain Indenture dated, *&c.* for the conſideration therein expreſſed, did fully and clearly bargain, ſell, give and grant unto the ſaid A.B. and C.D. their Heirs and Aſſigns for ever, All that Mannor, *&c.* as it is recited in the ſale unto the *habendum* (then ſay,) with divers other Covenants, Grants, and Articles therein contained, amongſt which there is a certain Proviſo contained, and by the ſame Proviſo it is provided and agreed, that if the ſaid E.F. (recite the Proviſo) as by the ſame Indenture it doth and may appear; And for as much as by the order of the Common Laws of this Nation, if either of the ſaid A.B. or C.D. ſhould fortune to deceaſe before payment of the ſaid ſum, or if default be made in payment of the ſaid ſum of, *&c.* Then as well

well the said sum of, &c. should wholly remain to the survivor, &c. and for default of payment thereof, the Survivor and his Heirs, should wholly possess the said Mannor, &c. according to the tenure of the said Indenture, to the only use of the said Survivor and his Heirs, contrary to the true meaning of the said parties, for avoiding of which inconveniencies, and to the intent, that either of the said parties, his Heirs, Executors and Administrators shall be duly answered of the Premisses accordingly; It is therefore covenanted and agreed between the said parties to these presents, and the said A.B. doth covenant and grant for him, his Heirs, Executors and Administrators by these presents, to, and with the said C.D. his Heirs, Executors and Administrators in form following, that is to say, that if the said E.F. his Executors, Administrators or Assigns do pay, or cause to be paid to the said A.B. or his Heirs, the said sum of 200 l. at the day and place limited for payment thereof in the said Indenture: That then the said A.B. his Executors or Assigns, shall not only pay or cause to be paid to the said C.D. his Heirs, Executors or Assigns within one month next after the day of payment of the said sum, the sum of one hundred pound, being the moiety of the said two hundred pound, but also shall deliver or cause to be delivered unto the said E.F. his Heirs or Assigns all such Evidences, as he or his Assigns shall have received by force of the said former Indenture, and thereof shall acquit and discharge the said C. D. his Heirs, Executors or Assigns, and further that the same A.B. his Executors or Assigns, shall not at any time hereafter, do, knowledge, cause, procure or suffer to be done, any Act or Acts, deed or thing whatsoever, which shall or may in any wise debar, avoid, delay or hinder the tenour, strength, form or effect of the same Indenture, or any Covenant, Grant or Article contained in the said Indenture, or of any Assurance, Estate or Conveyance to be made of the Premisses or any parcel thereof to the said A.B. and C.D. or either of them, their Heirs or Assigns, or of any bond made or to be made for the performance of any of them, without the consent and agreement of the said C. his Heirs or Assigns, first obtained in writing for the same. And further, the said A.B. covenanteth and granteth, &c. that if the default be made in payment of the said sum of two hundred pound by the same E.F. his Executors and Assigns, in part or in all contrary to the form aforesaid: That then the said A.B. and C.D. and their Heirs, shall stand and be seized of, and in the moiety and one half of the Premisses to the use of the said C.D. and of his Heirs and Assigns for ever; and that he the same A.B. and his Heirs, and all other claiming by him at all times after, shall do and suffer to be done all such act and acts, thing and

things in the Law as ſhall be adviſed, deviſed and required by the ſaid C. D. his Heirs or Aſſigns, or the learned Council, &c. for the better aſſurance of the ſame, *&c.* to the ſaid C.D. *&c.* with warranty againſt A.B. and his Heirs, diſcharged of incumbrances done by him or any claiming by him, *&c.* And the ſaid C.D. doth covenant and grant, *ut ſupra mutat. mutand. & tunc.* In witneſs, *&c.*

An Indenture of Partition.

THis Indenture made, *&c.* Between, *&c.* Witneſſeth, that whereas ths ſaid R.B. and T.B. hold jointly for term of certain years yet during the Parſonage of F. in the County of Y. and all Houſes, Stables, *&c. Take the words of the Leaſe*, thereto in any wiſe belonging or appertaining of the demiſe and grant of one W.C. *&c.* yielding therefore yearly unto R.W. *&c.* or his Aſſigns fifty five pound of, *&c.* at two terms of the year equally during the ſaid tenure, as by the Indenture thereof bearing date, *&c.* more plainly may appear. Now the ſaid parties by the advice of honeſt friends, and with their full and whole conſent and agreement, have made diviſion and partition between them of the ſaid Parſonage tythes, and other the Premiſſes in manner and form following, *viz.* that the ſaid R.P. ſhall have th e one equal moiety or half part of all the ſaid Parſonage-houſe, Glebe-lands, Tithes, and other the Premiſſes in full recompence of his due part and portion of and in the ſame. And that the ſaid T.B. ſhall likewiſe have the other moiety or half part of the ſaid Parſonage, and of all and ſingular the Premiſſes in full recompence of his due part and portion of and in the ſame, *To have and to hold*, to either of the ſaid parties, their Executors and Aſſigns ſeverally, as is above ſaid from the day of the date hereof, unto the end of the ſaid term of years yet to come. And alſo it is agreed, covenanted and granted between the ſaid parties; that the ſaid yearly rent of fifty five pound, to be due to the ſaid R.W. or his Aſſigns, and other charges ſhall be equally paid and born between the ſaid R.P. and T.B. their Executors or Aſſigns, Tenants of the ſaid Parſonage, and other the Premiſſes from time to time during the ſaid Term, *viz.* either of them their part and portion allotted as is aforeſaid: And for the true meaning, performance, and keeping of all and ſingular the ſaid Portions, Covenants, Conditions, Payments, Agreements and Articles, either party bindeth himſelf, his Heirs, Executors and Adminiſtrators, to the other in theſe preſents, in the ſum of 20 l. of, *&c.* In witneſs, *&c.*

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An Indenture where three have purchaſed Land joyntly, that upon ſale thereof all ſums of money ſhall be equally divided between them.

THis Indenture made, &c. Between T.B. of the firſt part, and A.K. of *London* on the ſecond part, and E.D. of *London* Gent. on the third part, whereas the ſaid parties before the date hereof, jointly together at their equal coſts and charges have paid, diſburſed and laid out divers ſums of money for the full, clear and abſolute purchaſe of, &c. *Recite the Land.* the Eſtate whereof remaineth in the ſaid E. and one M.D. Gent. at the day of the date hereof, to be aſſured to ſuch perſon or perſons as the ſaid, &c. ſhall name or appoint. Now this Indenture witneſſeth, that it is fully covenanted, granted, condeſcended and agreed between the ſaid, &c. and every of them covenanteth and granteth for himſelf, his Heirs, Executors and Adminiſtrators, to, and with the other his Heirs, Executors and Aſſigns, That the whole benefit, commodity and profit, and the ſum and ſums of money, which at any time hereafter ſhall be had or received, ariſing, coming, growing and renuing of, for, or concerning the ſaid Lands before expreſſed and ſpecified, and every part and parcel thereof by the ſaid, &c. or any of them, or any of their Heirs, Executors, Adminiſtrators and Aſſigns, or any of them, or any other perſon or perſons, by their or any of their means or procurement, ſhall be equally and indifferently diſtributed between every of them the ſaid, &c. in ſuch ſort, as every of them, their and every of their Heirs, Executors, Adminiſtrators and Aſſigns, ſhall have their equal part and portion, without any manner of fraud or covin; And alſo it is further agreed between the ſame parties, that in caſe any of them happen to deceaſe at any time hereafter, that then the benefit and profit of the Premiſſes, ſhall be to the uſe of the Heirs, Executors and Aſſigns of him or them ſo deceaſed, in ſuch and the like manner, as if he or they had been alive, and that no advantage or benefit ſhall be received or taken by any of the parties, for or by reaſon of any ſurvivorſhip; And moreover it is fully agreed between the ſaid, &c. that they nor any of them, ſhall at any time hereafter bargain, ſell, grant, convey, aſſure or alien, nor ſuffer to be conveyed or aliened, by, or from them or any of them the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any part or parcel thereof, or his or their Eſtate, Right, Title or Intereſt, of, in, or to the ſame or any of them, to any perſon or perſons whatſoever, unleſs it be, by, and with the conſent, privity, knowledge or agreement, of ſuch of the ſaid other parties to theſe preſents, as then ſhall be living, under his or their hands and ſeals in writing firſt had and obtained. In witneſs, &c.

An Indenture, where a Leaſe is granted to three joint-Leſſees, that every of them is to pay his part of the Rent, and equal parts in the charges of repairing, and other charges.

THis Indenture tripartite made, &c. Witneſſeth, that whereas the ſaid parties are and ſtand poſſeſſed, of, and in the Meſſuage, Tenement or Inn called the Ship, ſet, lying and being in the Pariſh of, &c. and of one field, *&c.* and of, in, and all and ſingular Houſes, Buildings, Barns, Stables, Shops, Sellers, Sollers, Waſte-grounds, Entries, Iſſues, Wayes, and all other Commodities, Rents and Profits to the ſame belonging or appertaining, that is to ſay, every of them a full third part of all and ſingular the Premiſſes, into three equal and even parts to be divided, for, and during the ſeveral terms hereafter mentioned, that is to ſay, for and during the term of fourteen years mentioned and granted, in, and by a certain Indenture of Leaſe bearing date, &c. made by one M.N. &c. to the ſaid A.B. of, and touching the Premiſſes, which Term did commence at the Feaſt of, &c. then laſt paſt, before the date of the ſame Indenture: And for, and during the term of thirty years mentioned and granted, in, and by the Letters Patents of our, &c. under the great Seal of *England* bearing date, &c. granted by our ſaid, &c. unto, &c. of and in the Premiſſes; as by the ſaid Indenture of Leaſe and Letters Patents aforeſaid more at large appeareth. It is now covenanted, granted, concluded and agreed, by and between the ſaid parties to theſe preſents, and every of them; and every of them doth ſeverally covenant and grant, to and with the other of them ſeverally by theſe preſents, that they and every of them, and the Executors, Adminiſtrators and Aſſigns of every of them, for his, her, and their, and every of their parts, ſhall not only well and truly content and pay, or cauſe to be contented or paid, the full third part and portion of all and ſingular ſuch yearly Rents as are reſerved, in, and by the ſaid Indenture of Leaſe and Letters Patents aforeſaid, and either of them at the days, times and place limited and appointed for the payment thereof, and that from time to time, for, and during the ſaid ſeveral Eſtates and Terms of years before mentioned; but alſo ſhall at all times hereafter, and from time to time, for, and during the terms aforeſaid, pay, bear, allow and diſburſe the full third part and portion of all ſuch ſum and ſums of money, and other charges whatſoever as ſhall grow due or payable, or be convenient or neceſſary to be born or paid for the reparations of the Premiſſes, or for the recovery or defence of the title thereof, or of any parcel thereof: and

and ſhall alſo condeſcend and agree to all and every ſuch account, ſuit, and other act and acts, which ſhall be neceſſary or convenient to be attempted, proſecuted or done, for, touching and concerning the Premiſſes, or any parcel thereof tending to the profit or benefit of the ſaid parties, and ſhall not do, procure, or cauſe to be done, any act or acts, thing or things, whereby or by reaſon whereof the Eſtate, Intereſt or Title of the ſaid parties, or any of them, ſhall, or in any wiſe may be impaired, hindred, determined or avoided, except it be by, and with the aſſent, conſent and agreement of the other of them in that behalf firſt had and obtained. And further the ſaid *A.B.* doth covenant, *&c.* that the ſaid C.D. his Executors and Aſſigns, and every of them ſhall have, occupy, uſe and enjoy all ſuch eaſements, wayes, liberties and paſſages, and ſhall quietly have free egreſs, ingreſs and regreſs into and from the ſaid Inn, Tenement, Field, and other the Premiſſes, for the uſing and occupying a full third part of the Premiſſes, without let or diſturbance of the ſaid *A.B.* his Executors, Adminiſtrators and Aſſigns, in ſuch manner and form as the ſaid M.N. hath heretofore had, occupied, uſed and enjoyed the ſame Premiſſes: The like Covenant to E.F. and the like from C.D. to A.B. and E.F. and the like from E.F. to *A.B.* and *C.D. mutat. mutand. & tunc.* In witneſs, *&c.*

The Grant of a Keeperſhip of a Park.

TO all Chriſtian people to whom this preſent writing ſhall come, I *A.B.* ſend greeting, *&c.* Know ye, that I the ſaid *A.B.* for, and in conſideration of the good and faithful ſervice by my Servant E.R. to me heretofore done and hereafter to be done, have given and granted, and by theſe preſents do give and grant unto the ſaid E.R. the Office of Keeper of my Park at Y. called B. Park, in the County of C. and alſo his habitation and dwelling in the Lodge belonging to the ſame Park, with the going and paſturing of one Gelding, and ſix Kine yearly within the ſame Park: And further know ye, that I the ſaid *A.B.* have given and granted, and by theſe preſents do give and grant to the ſaid E.R. allowance of meat and drink for himſelf within my houſe at Y. aforeſaid daily and yearly at all times, and by ſo long ſpace as any hoſpitality or houſhold ſhall be kept there: *To have and to hold*, occupy, exerciſe and enjoy the ſaid Office of Keeper, and other the Premiſſes unto the ſaid E.R. for term, and during the life natural of the ſame E.R. together with all manner of Fees, Rewards, Vails and Advantages, to the ſame Office belonging, incident or appertaining: And furthermore, know ye, that I the ſaid *A.B.* have given and granted, and by theſe preſents do give and grant unto the ſaid E.R. for the exerciſing of the ſaid

office of Keeper, ſo long as he ſhall truly and faithfully exerciſe the ſame, one annuity or annual rent of four pounds of, &c. to have, hold, perceive and enjoy the ſaid Annuity or yearly Rent to the ſaid E.R. and his Aſſigns, from the, &c. during the life natural of the ſaid E.R. at the two terms of the year, &c. *viz.* &c. by even portions yearly to be paid, by the Receiver of my Rents and Revenues, the Steward of my Houſe, or ſuch other Officer for the time being, as I ſhall appoint for the payment of the reſt of my Servants their wages yearly. In witneſs, &c.

A Deputation of a Bayliff or Receiver.

TO all Chriſtian people, &c. A.B. Bayliff and Collector of the Rents, Farms, and Revenues of, &c. Mannors of G. and E. and of all and ſingular Lands, Tenements, Court-leets, Liberties, Fines, Iſſues, Amerciaments, Reliefs, Heriots, Waifs, Eſtrays, and other Poſſeſſions and Hereditaments whatſoever to the ſaid Mannors belonging, with their Members and Appurtenances in the County of, &c. parcel of the Lands and Poſſeſſions of W. late M. of, &c. ſendeth greeting, &c. Know ye that I the ſaid A.B. have conſtituted, deputed and appointed, and by theſe preſents do, &c. C.D. of, *&c.* to be my lawful and ſufficient deputy, for me, and in my behalf to occupy and exerciſe the ſaid Office of Bayliff, and Collector, and to exerciſe, execute, accompliſh, receive, and do, and cauſe to be exerciſed, executed, accompliſhed, received and done all and every ſuch act and acts, thing and things, as in, about, touching or concerning the ſaid Office, ſhall be neceſſary or requiſite to be done, to have, hold, exerciſe and enjoy the ſaid Office unto the ſaid C.D. as deputy of me the ſaid A.B. for, and during the will and pleaſure of me the ſaid A.B. in as ample manner and form, as I the ſaid A.B. ought or might exerciſe, execute, receive, accompliſh, and do in the ſame, if I the ſaid A.B. were, might or ſhould be preſent at the exerciſing, executing, accompliſhment, receiving or doing thereof. In witneſs, *&c.*

The grant of a Stewardſhip, or keeping of Courts.

THis Indenture made, *&c.* Between, *&c.* A.S. of S. in the County of S. Gent. of the one party, and R.K. of L. in the County of B. Gent. of the other party: Witneſſeth, That whereas our ſaid, *&c.* that now is, by, *&c.* Letters Patents under the ſeal of, *&c.* Court of Exchequer, bearing date at *weſtminſter* the, *&c.* day of, *&c.* in the, *&c.* year of, *&c.* hath amongſt divers other things therein contained, aſſigned and appointed the ſaid

ſaid A.S. to the Office and Offices of Steward, and Keeper of Courts and Leets of the Mannor of L. and alſo of the Mannor of B. in the County of S. during, *&c.* pleaſure, as by the ſame Letters Patents, amongſt divers other things therein contained, more plainly appeareth. Now the ſaid A.S. for divers good cauſes and conſiderations him in this behalf ſpecially moving, hath made, ordained, conſtituted and appointed, and by theſe preſents doth make, ordain, conſtitute and appoint the ſaid R.K. to be his deputy, to exerciſe and execute the ſaid Office and Offices of Stewardſhip and keeper of Courts and Leets of the ſaid Mannors, and to ſeize and take all Heriots, and to take and receive all profits of Courts and Leets which are or ſhall grow due within the ſaid Mannors or any of them, to have, enjoy, hold, exerciſe and occupy the ſame Office and Offices, to the foreſaid R.K. during the will and pleaſure of the ſaid A. S. and to receive, perceive and take the Wages, Fees, Allowances, Profits and Commodities heretofore of right, due, accuſtomed, belonging and appertaining: and the ſaid R.K. doth covenant, promiſe and grant for himſelf, his Executors and Adminiſtrators by theſe preſents, to and with the ſaid A.S. his Executors, Adminſtrators and Aſſigns, and every of them, in manner and form following, *viz.* that he the ſaid R.K. his Executors and Aſſigns, ſhall and will from time to time, well and truly pay or cauſe to be paid unto the ſaid A. S. his Executors or Aſſigns, all ſuch Wages, Fees, Allowances, Sum and Sums of Money, Heriots, profits of Courts and Leets, and other Profits and Commodities, as for or in reſpect, or by reaſon of the ſaid Office and Offices of Stewardſhip or keeping of Courts and Leets within the ſaid Mannor, as every or any of them ſhall grow due or payable, or as he the ſaid R.K. by reaſon or in reſpect of the exerciſing or executing thereof, ſhall from time to time receive, perceive, take or make; and alſo that he the ſaid R.K. ſhall not nor will not at any time or times hereafter do, commit or ſuffer to be done any manner of act or thing whatſoever, which ſhall or may be in any wiſe prejudicial or hurtful to the ſaid Letters-Patents before mentioned, or the ſaid A.S. his Deputy or Deputies, in exerciſing or executing the ſaid Patent, or any the Office or Offices of Stewardſhip, or keeping of Courts or Leets, or any Power or Authority thereby given or granted, or any thing therein contained. In witneſs, *&c.*

A Licence for a Buck and Doe, during the life of the Grantee.

WE E.D. *&c.* for divers good causes and respects us moving have given and granted, and by these presents for us and our Heirs, do give and grant unto our well-beloved Servant C.D. our Secretary, during his life one Buck of season in Summer, and one Doe of season in Winter, to be had, taken, hunted and killed at, and within our Park of B. in the County of W. either with Dog or Bows by the same C.D. or his Assigns, at his or their free liberty, choice and pleasure, during his said life: wherefore we will and command you and every of you, our Keeper or Keepers there, or your Deputy or Deputies for the time being upon the sight hereof, or of the true copy hereof signed by the proper hand of the said C.D. that you and every of you, do peaceably and quietly permit and suffer the same C.D. and his Assigns during his said life yearly, from henceforth to have, kill, and take at, or within our said Park, the said Buck in Summer, and the said Doe in Winter, according to the tenor of this our gift and warrant dormant, any restraint or commandment heretofore had, made or given to the contrary hereof notwithstanding; and this our Warrant, signed and sealed with our proper hand, shall be unto you and every of you a sufficient warrant and discharge against us and our Heirs, at all times in this behalf. Given under our seal and sign manual, *&c.*

A Condition to cure a Disease, or to repay the money.

THE Condition of this Obligation is such, That whereas the within named A.B. the day of the date within written, hath delivered and given the within bounded C.D. the sum of eight pound in consideration, that the said C.D. should on this side, and before the third day of, *&c.* next coming after the date within written, cure and make whole the said A.B. of the disease or diseases wherewith the said A.B. is now grieved. If therefore the said C.D. do before the said third day of, *&c.* next, well and sufficiently, and safely cure and make whole the said A.B. of the said diseases; and also in case the said A. at any time after, and before the Fourth day of, *&c.* next following, be grieved or vexed with the said diseases or any part thereof, or that the said disease or any part thereof, do before the said Fourth day of, *&c.* issue or grieve upon any part of the Body of the said A.B. then if the said C.D. his Executors or Assigns within twenty days next after the said Fourth day of, *&c.* do well and truly repay or cause to be repaid unto the said A.B. his Executors, Administrators or Assigns, the said sum of eight pound without fraud or covin, then, *&c.*

Not

Not to ſell Lands had by Marriage.

THE Condition, *&c.* That if neither the within bounded A.B. his Heirs, Executors, Adminiſtrators nor Aſſigns, nor any of them, do at any time or times hereafter, give, grant, bargain, ſell, demiſe, let, ſet, or otherwiſe do away all or any of the Lands, Tenements, Woods, Under-woods, Poſſeſſions or Hereditaments, or any part or parcel thereof, which he the ſaid *A.B.* now hath and enjoyeth, and is poſſeſſed of at this preſent day, by reaſon of a Marriage late had and ſolemnized between him the ſaid *A.B.* and I. now his Wife, *&c.* lying and being in the Towns, Pariſhes, Hamlets and Fields of S. and H. in the County of C. or elſewhere within the Kingdom of *England*, to any manner of perſon or perſons, without the ſpecial Licence, Will, Conſent and Agreement of the within named C.D. his Executors or Aſſigns firſt had and obtained in writing for the ſame. That then, *&c.*

To aſſure a ſum of money in conſideration of a Marriage.

THE Condition, *&c.* That whereas the within bounded A.B. intendeth by Gods grace ſhortly to marry, and take to his Wife one C.D. Siſter of the within named E.F. of the ſaid A.B. do by his laſt Will and Teſtament, or otherwiſe without any fraud or covin, in caſe the ſaid C.D. ſhall after marriage had between them ſurvive the ſaid A.B. lawfully give and aſſure to the ſaid C.D. the ſum of five hundred pound, &c. or elſe Goods and Chattels to the value or worth of, *&c.* over and beſides ſuch Chains, Bracelets, Jewels and Apparel, which the ſaid C.D. ſhall fortune to have at the day of the death of the ſaid A.B. which ſaid ſum of five hundred pound, or elſe the ſaid Goods and Chattels, which then ſhall be worth the ſaid ſum of five hundred pound, and the ſaid Chains, Bracelets, Jewels and Apparel, the ſaid C.D. her Executors, Adminiſtrators and Aſſigns, ſhall and may at all times from the day of the death of the ſaid *A.B.* peaceably, quietly and lawfully have, uſe, give, let, and enjoy, at her and their pleaſure, without any let or interruption of the ſaid C.D. his Executors, Adminiſtrators or Aſſigns, or of any other perſon or perſons by his or their means, aſſent or procurement: That then, *&c.*

To assure an Estate.

THE Condition, *&c.* that if the within bounden A.B. and C.D. his Wife, and either of them and their Heirs (at the proper costs and charges in the Law of the said E.F. his Heirs and Assigns, at all times within the space of two whole years next ensuing the date hereof, do make, assure and convey, or cause to be made and conveyed unto the said E.F. and his Heirs, or to such other person and persons and their Heirs, as the said E.F. and his Heirs shall name and appoint to his and their proper uses and behoofs, such a good, lawful, sufficient and perfect Estate or Estates, Assurance or Assurances in the Law, of, and in all the Lands, Tenements and Hereditaments whatsoever, with the Appurtenances both free and copy, which late were G.F. deceased, Father of the said E.F. set, lying and being in B. in the County of C. be it by Deed or Deeds enrolled, Fine, Feoffment, Recovery, Surrender or Surrenders, Release with warranty against the said *A.B.* and *C.* his Wife, and either of them, and their Heirs, as by the learned Councel of the said E.F. his Heirs or Assigns, shall be reasonably advised or devised, the same Premisses then to be clearly discharged, of, and from all former Bargains, Sales, Gifts, Grants, and all other Charges, Titles, Troubles and Incumbrances whatsoever they be, had, made or done by the said *A.B.* and *G.* his Wife, or either of them in the mean time. That then, *&c.*

That the Lessee shall not carry away any Wainscot or Windows at the end of his Lease.

THE Condition, *&c.* That whereas the within named *A.B.* by his Indenture of Lease bearing date, *&c.* hath demised and to farm-letten unto the within bounden C.D. all that Tenement with the Appurtenances, *&c.* now in the occupation of the said C.D. for the term of certain years yet enduring, as by the same Indenture more plainly may appear. If therefore the said C.D. *&c.* do not at the end of the term of years mentioned in the said Indenture of Lease before recited, carry away any of the Wainscot, Settles and Cupboards standing and being in the, *&c.* or the Keys and Locks being upon the Doors and Cupboards of Wainscot aforesaid of and within the said Tenement, nor take away any of the Windows now standing, appending or appertaining to the said Tenement, but do permit and suffer them there to remain at his departure in as good case as now they are, reasonable wearing only excepted. That then, *&c.*

The

The Oblegee to pay money for wares delivered in truſt, to another that ſhall make default of payment.

THE Condition, *&c.* That whereas the within named *A.B.* hath delivered upon truſt to one C.D. certain Wines amounting to the ſum of, *&c.* and given him day of payment for the ſame, *&c.* until the Feaſt of, &c. if in caſe the ſaid *A.B.* his Executors, Adminiſtrators or Aſſigns, do not before or at the ſaid Feaſt of, &c. pay or cauſe to be paid unto the ſaid *A.B.* his Executors, &c. the ſaid ſum of, &c. but ſhall make default of payment thereof, or of any part thereof: Then if the within bounden E.F. and G.H. or either of them, or the Executors, Adminiſtrators or Aſſigns of them or of either of them, do well and truly content and pay or cauſe to be paid to the ſaid *A.B.* his Executors, &c. the ſaid ſum of, &c. or ſo much thereof, as at the ſaid Feaſt of, &c. ſhall happen to be behind and unpaid, That, &c.

To deliver writings to be cancelled at a day certain and place.

THE Condition of this, &c. That if the within bounden *A.B.* his Executors, Adminiſtrators or Aſſigns, do before the ſecond day of, &c. next coming after the date within written, deliver or cauſe to be delivered to the within named C.D. his Executors, Adminiſtrators or Aſſigns, at or within, &c. all ſuch Indentures, Leaſes, Counterparts of Indentures and Writings, as he the ſaid *A.B.* or any other by his delivery hath or have, touching the Mannors of, &c. which were made and written before the Eleventh day of, &c. laſt paſt without Fraud or Colluſion: That then, &c.

To ſave one harmleſs for delivery of an Indenture.

THE Condition, &c. That whereas the within named *A.B.* hath the day of the date within written delivered unto the within bound C.D. one Deed indented bearing date, &c. made from E.F. to G.H. of, &c. of certain Lands in, &c. If therefore the ſaid C.D. his Heirs, &c. do at all times hereafter, and from time to time diſcharge, ſave and keep harmleſs the ſaid *A.B.* his Heirs, &c. againſt G.S. of, &c. and all and every other perſon and perſons whatſoever, of, for, or concerning the delivery of the ſaid Deed, and of, for, and concerning all manner of Matters and Indemnities, which may by any means acrew and be unto or againſt the ſaid *A.B.* &c. for, or by reaſon of the ſame: That then, &c.

A Letter of Atturney irrecoverable to receive a debt on a Bond with Covenant not to releaſe, &c.

TO all Chriſtian people to whom theſe preſents ſhall come *E.A.* of, &c. in the County of, &c. Shoomaker, ſendeth greeting in our Lord God everlaſting: Whereas I D. of, &c. in the County of, &c. Widow, and N D. Son of the ſaid I. of, &c. in the ſaid County Shoo-maker, by their Bill obligatory, bearing date the, &c. day of, &c. do ſtand bounden to me the ſaid E. in the ſum of, &c. for the payment of the ſum of, &c. upon the, &c. day of, &c. next enſuing the date of the ſaid Bill obligatory, at, or in the then dwelling houſe of the ſaid *E.A.* ſcituate in, &c. aforeſaid, which ſaid Bill obligatory is become forfeited: Know ye therefore that I the ſaid E. do by theſe preſents authorize, conſtitute and appoint my well beloved Friend I.E. of, &c. aforeſaid Butcher, my lawful Atturney irrevocable for me, and in my name to ſue, arreſt, attach, proſecute, condemn and impriſon the ſaid I.D. and N.D. or either of them, and her, his or their Bodies, Goods and Chattels in Execution to take, and out of Execution to deliver, either upon ſatisfaction by compoſition or otherwiſe, at the will and pleaſure of my ſaid Atturney; Acquittances or any other diſcharges to ſeal and deliver, Atturney, or Atturneys, to make Councellor or Councellors, to retain, and the ſame again to revoke, and generally and particularly all and every other matter and thing requiſite, neceſſary or behoofful to execute, proſecute, do and perform, or cauſe to be ſo done and performed as fully and largely, as I my ſelf, might or could do, being perſonally preſent without any accompt thereof to be yielded unto me, my Executors or Aſſigns; and whatſoever my ſaid Atturney ſhall do or cauſe to be done in, about or concerning the Premiſſes, I do by theſe preſents ratific, confirm and allow the ſame; and alſo do covenant with and by my ſelf to my ſaid Atturney, not to revoke, diſallow, diſcontinue, deny or be non-ſuited, in, or otherwiſe to do any thing that may be hurtful, prejudicial, or any bar or let therein or thereunto by any means whatſoever. In witneſs whereof I the ſaid *E.A.* have hereunto ſet my hand and ſeal, the, &c. day of, &c.

Sealed and delivered in the preſence of

A Letter of Atturney from two Executors of a Bond, ſued to a Judgment to a Creditor of the Teſtator.

ALL men ſhall know by theſe preſents, That we T.D. Gent. and R.M. Gent. Executors of the laſt Will and Teſtament of T.H. late of, &c. in the County of, &c. Eſq; deceaſed, have made, conſtituted, ordained, and in our place and ſteads have put, and by theſe preſents do make, conſtitute, ordain, and in our places and ſteads, do put our truſty and well beloved in Chriſt, M.F. Widow, late the Wife of T.F. late of, &c. Gent. deceaſed, our true and lawful Atturney, for us and in our names and ſteads, but to her own uſe, to ask, demand, receive and take of Sir H.I. late of, &c. in the County of, &c. the debt due and payable unto the ſaid T.H. in his life-time, by vertue, force, or reaſon of one Obligation or Writing Obligatory, bearing date the, &c. day of, &c. of the penal ſum of 200 l. conditioned for the payment of One hundred ſeven pounds ten ſhillings upon the Feaſt of, &c. then next following, as in and by the ſaid Obligation and Condition thereof may appear: And whereas the ſaid T.H. obtained a Judgment againſt the ſaid Sir H. for Two hundred pounds debt upon the ſaid Bond, beſides damages or coſts of Suit: Know ye further, That we the ſaid T.D. and R.M. have authorized and given power, and by theſe preſents do authorize and give power unto the ſaid M. for and in our names, but to her own uſe to take Execution or any other Proceſs upon or by reaſon of the ſaid Judgment againſt the ſaid Sir H. his Heirs, Executors or Adminiſtrators or any of them, or againſt his, their or any of their Lands, Tenements, Goods, Cattels and Chattels or any of them, and with him, them or any of them to compound or agree at her will and pleaſure for the ſame, and the benefit and profit thereof to her own uſe, to receive and take; and him the ſaid Sir H. to ſue, arreſt, implead and impriſon, and out of Priſon to ſet at large, diſcharge and releaſe at her will and pleaſure, and all and every other thing and things, which in or about the obtaining or getting of the ſaid debt and damages, or any part or parcel thereof ſhall be needful or neceſſary to be done, to execute and do in as large, ample, and beneficial manner and form to all intents and purpoſes, as we the ſaid T.D. and R.M. may, can, might, could, ſhould or ought to do by vertue, force and reaſon of the ſaid recited Obligation or Writing Obligatory or the Condition thereof, or by vertue, force or reaſon of the ſaid Judgment thereupon had. In witneſs whereof we have hereunto ſet our hands and ſeals the, &c. day of, &c.

Sealed and delivered in the preſence of, &c.

A Letter of Atturney of a mans Eſtate in general, in conſideration of ſeveral Debts and Engagements.

TO all to whom theſe preſents ſhall come, I.F.G. of, &c. in the County of, &c. in *Ireland*, Merchant, ſend greeting; Whereas I am indebted unto R.G. my Brother in the ſum of five and fifty pounds, and he and B.G. one other of my Brothers ſhall ſtand engaged for ſeveral ſums of money, the proper debts of me the ſaid F.G. and have already paid for me the ſum of thirty pounds. Now know ye that I the ſaid F.G. for and towards the payment and ſatisfaction of the ſaid moneys, and for divers other good conſiderations me thereunto moving, have granted, aſſigned, bargained and ſold, and by theſe preſents do freely and abſolutely grant, aſſign, bargain and ſell unto the ſaid R.G. and *B.G.* all and all manner my Goods and Chattels, Debts, Moneys and all other things of mine what ſoever, as well real as perſonal, of what kind, nature or quality the ſame are, be, or ſhall be found, or otherwiſe whereſoever within the Kingdom of *Ireland* or Territories, to have and to hold the ſame and every part and parcel thereof, unto the ſaid B.G. and F.G. their Executors, Adminiſtrators and Aſſigns, for ever, to the only proper uſe of them, their Executors, Adminiſtrators and Aſſigns for ever. In witneſs whereof I have hereunto ſet my hand and ſeal the, &c. day of, &c.

Sealed and delivered in
the preſence of

A Letter of Atturney of ſeveral ſums of money due from one perſon.

KNow all men by theſe preſents, that I.F.G. of, &c. in the County of, &c. Merchant, for divers good and valuable conſiderations me thereunto eſpecially moving, have made, aſſigned, conſtituted and ordained, and by theſe preſents do make, aſſign, conſtitute and ordain W.L. of, *London* Taylor, my true and lawful Atturney, in my name, but to the only proper uſe of him the ſaid W.L. his Executors and Adminiſtrators, to demand and receive all ſuch ſum and ſums of money as are due or owing to me from E.K. of, &c. in the County of, &c. Clothier, any manner of ways howſoever, and for default of payment to ſue, arreſt, attach, implead, condemn and impriſon the ſaid E.K. and his Body, Goods and Chattels in execution to take, and out of execution to deliver, either upon ſatisfaction compoſition or otherwiſe, at the will and pleaſure of my ſaid Atturney, acquitrances or any other diſcharges in my name to ſeal and deliver; Atturney or Atturneys one or more under him the

ſaid

ſaid W.L. to make, and ſubſtitute and revoke: and generally to do, and execute, proſecute and determine all and every other act and acts, thing and things whatſoever, which in or about the Premiſſes ſhall be needful or expedient, as fully and effectually and in as large and ample manner, to all intents and purpoſes, as I the ſaid F.G. might or could do perſonally, without any accompt thereof to be yielded to me, my Executors or Aſſigns; and whatſoever my ſaid Atturney ſhall do or cauſe to be done, in, about or concerning the Premiſſes, I do by theſe preſents ratifie, confirm and allow the ſame. In witneſs whereof I have hereunto ſet my hand and ſeal the, &c. day of, &c.

Sealed and delivered in
the preſence of

A ſhort Bill of Debt from one to one.

KNow all men by theſe preſents, That I.B.G. of, &c. Barber-Chyrurgion, do owe unto M R. of, &c. Gent. the ſum of four and twenty pounds of lawful money of *England* to be paid to the ſaid M. his Executors, Adminiſtrators or Aſſigns, on the, &c. day of, &c. now next enſuing the date hereof, to the which payment well and truly to be made at the time aforeſaid, I bind me, my Heirs, Executors and Adminiſtrators unto the ſaid M.R. his Executors and Adminiſtrators in the Sum of Forty pounds of Lawful money of *England*, firmly by theſe preſents In witneſs whereof, I have hereunto ſet my hand and ſeal the, &c. day of, &c.

Sealed and delivered in
the preſence of

An Aſſignment of certain Debts, with a Letter of Atturney to receive them.

KNow all men by theſe preſents, That I F.G. of, &c. in the County of, &c. in *Ireland*, Merchant, for divers good and valuable conſiderations me thereunto eſpecially moving, have granted, aſſigned and ſet over unto my Brothers B.G. and R.G. all ſuch debts and ſums of Money, Bills, Bonds and Specialities which are owing from, or remain in the hands of L.T. of, &c. aforeſaid, Yeoman, and all ſuch other debts and ſums of Money which are due and owing to me from any perſon or perſons, inhabiting within the Kingdom of *Ireland* or elſewhere: And I the ſaid F. G. have likewiſe Aſſigned, conſtituted and ordained, and by theſe preſents do Aſſign, Conſtitute and Ordain the ſaid R. G. and

B.

B. G. and either of them jointly and ſeverally my true and lawful Attorney and Attorneys in my name, but to the only proper uſe of them the ſaid R. and B.G. their Executors and Adminiſtrators, to demand and receive the ſaid debts and ſums of mouey, and for default of payment, to ſue, arreſt, attach, condemn and impriſon the ſaid debtors, and their bodies, goods and chattels in execution to take, and out of execution to deliver, either upon ſatisfaction by a compoſition, or otherwiſe at the will and pleaſure of my ſaid Atturneys, acquittances, or any other diſcharges in my name to ſeal and deliver; Atturney or Atturneys one or more under them the ſaid R. and B.G. to make, ſubſtitute and revoke; and to do and execute whatſoever act or thing ſhall be needful or expedient in or about the Premiſſes as fully and in as large manner to all intents and purpoſes, as I the ſaid F.G. might or could do perſonally, without any accompt thereof to be yielded to me, my Executors or Aſſigns: and whatſoever my ſaid Atturneys ſhall do or cauſe to be done, in, about, or concerning the Premiſſes, I do by theſe preſents ratifie, confirm and allow the ſame. In witneſs whereof; I have hereunto ſet my hand and ſeal the, *&c.* day of, *&c.*

Sealed and delivered in
the preſence of

A Grant of the next donation of a Benefice.

TO all to whom this preſent Writing ſhall come, I A.B. of C. in the County of *D.* Gent. ſend greeting. Know ye that I the ſaid A.B. the undoubted Patron of the Pariſh-Church of E. in the County of F. for good conſiderations me thereunto moving, have given and granted, and by theſe preſents do give and grant unto G.F. of I. in the County of K. Gent. the firſt and next advowſon, nomination, donation, collation, preſentation and free diſpoſition of the aforeſaid Rectory of E. in the ſaid County of F. with all his Rights, Members and Appurtenances whatſoever, when it ſhall be void, either by death, reſignation, or otherwiſe. In witneſs whereof, *&c.*

FINIS.

PART IV.

The acknowledging of a Deed before a Judge in the Kings-Bench.

MEmorandum, *Quod die Vener. prox. post oct. St. M. isto eodem Termin. coram Dom. Rege apud* Westm. J.K. *unus Justic. Dom. Regis ad placitam in cur. ipsius Dom. Regis coram ipso Rege tenend. Assignat. hic recordat. quod quinto die* Aprilis, *Anno, &c. coram ipso Justic. apud domum mancionalem suam in* Haddon-garden, Mid. *ven.* T.N. *de, &c. in propria persona sua, & protulit coram ipso Justic. tunc ibid. quandam Indenturam suam quæ cogn. esse factum suum, & petiit quod Indenturam illam ut factum suum coram ipso Domino Rege de Recordo Irrotulat. Quam quidem Indenturam præfat. Justic. per manus suas propr. modo libavit hic in cur. in forma prædict. Irrotuland. Irrotulat. & in hac qua sequitur forma.*

The Reversal of an Utlary in the Kings-Bench.

DOminus Rex misit Vic. D. bre. suum Clausum in hec verba: Carolus, *&c.* (then recite the whole Exigent to the end) *Quod quidam bre. sic retorn. fuit,* (then recite the whole retorn) *Et modo ad hunc diem* Mercurij *prox. post oct. Pur. isto eodem Termino coram Domino Rege apud* Westm. *ven. pred.* W.N. *in propria persona sua, & reddit se custod. Marr. Cur. hic occasione Utlagarie pred. & statim dicit, quod nullum bre. Domini Regis de Proclam. emanavit versus pred.* W.N. *in placito predict. per quod vigore Statuti inde edit. & provis. utlagaria pred. versus pred.* W.N. *ut profertur promulgat. & habit. vacua & nullius vigoris existit, & hoc parat. est verificare, unde petit. Judicium, & quod Utlagaria pred. versus ipsum* W.N. *ut profertur promulgat. & habit. revocet. & evacuet. & quod ipse idem* W.N. *ad omnia que ipse occasione utlagarie pred. amisit restituet. Et super hoc pred.* W.N. *juxta formam Statuti inde edit. & provis. invenit sufficient. Manucapt. scilicet* J.W. *de* B. *in Com.* Ebor. *Gen.*

& R. A. de F. *in Com. pred. Qui quidam manucaptores ſeparatim cogn. ſeipſos debere prefat.* W. P. *ſeparales ſummas vigint. libras quas quidem ſeparales ſummas manucaptores pred. conceſſ. & uterq; eorum conceſſit de terris & catallis ſuis reſpectivè levari ad uſum pred.* W. P. *ſub conditione quod idem* W. P. *compereat & reſpondeat prefat.* W. P. *in novo brev. Original. pro eodem cauſa in brev. de exig. fat. pred. ſuperius mencionat. Ac ſatisfaciat condempnationem recuperand. ſi pred.* W. P. *incipiat ſectam ſuam ſuperinde infra duos Terminos prox. ſequend.*

A ſpecial Verdict upon an Indictment for a Rape.

MEmorand. *Quod ad Generali Gaoli deliberationem Dom. Regis Com. ſui* Suff. *pred. tent. apud* B. *Sci.* Edm. *in Com. pred. die* Mercurij xxxi Julij, *anno Regni Dom. noſtri* Caroli *Dei grat.* Angl. Scot. Fran. & Hiber. *Regis fidei Defenſ. &c. probo coram* Roberto Heath *Mil. Capital. Juſtic. dicti Dom. Regis de Banco, &* Roberto Barkley *Mil. uno Juſtic. dicti Dom. Regis ad placita coram ipſo Rege tenend. aſſignat. Juſtic. ejuſdem Regis ad Gaoli illi de Priſon. in ea exiſten. deliberand. aſſignat. nec non ad diverſis Felon. tranſgreſſ. & alias malefact. in eodem Com. perpetrat. audiend. & terminand. aſſignat. per ſacrum* A. B. *&c. probor. & legal. hom. Com. predict. extitit preſentat. quod* R. M. *nuper de* F. *in Com.* Indict. *pred.* Laborer, *Deum præ oculis ſuis non habens, ſed inſtigatione diabolica mot. & ſeduc. primo die* Septembris, *Anno Regni Dom. noſtri* Car. *Dei grat.* Angl. Scot. Fran. & Hibern. *Regis fidei Defenſ. &c. octavo, vi & armis, &c. apud* F. *pred. in Com. pred. in & ſuper quandam* R. W. *infra etat. decem Annorum (videlicet) etat. oct. Annorum & non ſupra, in pace Dei & dicti Dom. Regis adtunc & ibid. in quodam Cubiculo in domo cujuſdam* J. R. *apud* F. *pred. in Com. pred. exiſten. inſult. fecit, & ipſam* R. *adtunc & ibid. felon. illicit. & carnalit. cognovit & abuſus fuit, & eandem* R. *adtunc & ibid. violent. & contra voluntatem ipſius* R. *Felonice rapuit, contra pacem dicti Dom. Regis nunc, Coron. & Dignit. ſuas &c. necnon contra formam Statuti in hujuſmod. caſu* Placit. *edit. & provis. &c. Et modo ſcil. dicto die* Mercurii xxxi non *die* Julii *Anno ſupradict. coram prefat.* R. H. & R. B. *Juſtic. ſupradict. apud* B. *pred. in Com. pred. ven.* R. M. *ſub cuſtod.* W. S. *Mil. Vic. Com. pred. ad Barram his duct. in propria perſona ſua, & ſtatim de Felon. pred. ei ſuperius imput. alloquunt. qualit. ſe velit inde acquietari dict. quod ipſe in null.* Exit. *eſt culpabilis, & inde de bono & malo pon. adtunc & ibid. ſe ſuper patriam.* J. *immediate ven. inde Jur. coram prefat. Juſtic. ibid. &c. & Jur. Jure. pred. per prefat. Vic. ad hoc Impannelat. exact. ſilit. veneri qui ad veritatem de premiſſ. dicend. electi*

lecti triat. & jurat. dic ſupra Sacramentum ſuum, quod pred. R. M. *in pred. indictament. ſuperius nominat. pred. primo die* Sep. *Anno ſupradict. pred.* R. W. *in indictament. pred. ſuperius mencionat. Virginem & infra etat. decem Annorum adtunc & ib. exiſten. apud F. pred. in Com. pred. illicit. inſult. fec. & adtunc & ibid. aduſit pred.* R. *in ſecretis partibus corporis ipſius* R. *penetreſſe eandem* R. *& eatenus habuit carnal. cognit. corporis ejuſdem* R. W. *quod illicite violavit & abuſus fuit pred.* R. *per dimiſſionem ſeminis ipſius* R. M. *ſuper partes ſecretas ipſius* R. W. *Sed utrum ſuper totam materiam pred. per Jur. pred. in forma pred. compert. videbitur quod pred.* R. M. *ſit culp. de Felon. pred. in Indictament. pred. content. & ſpec. contra formam Statut. pred. modo & forma, prout per Indictament. pred. ſuperius verſus ſupponit. necne Jur. pred. penitus ignorant. & inde pet. adviſament. Juſtic. pred. & Cur. hic, &c. & ſi ſuper totam materiam per Jur. pred. in forma pred. comp. videbitur preſat. Juſtic. & Cur. hic quod pred.* R. M. *Felonice carnalit. cognovit & abuſus fuit pred.* R. W. *contra formam Statut. pred. modo & forma prout per Indictament. pred. ſuperius verſus eum ſupponit. &c. Et quod pred.* R. M. *nulla habuit bon: catall. &c. ſive tenent. tempore Felon. pred. nec unquam poſtea ad eorum notitiam, & ſi ſuper totam materiam pred. per Jur. pred. in forma pred. compert. videbit. preſat. Juſtic. & Cur. hic quod pred.* R. M. *non abuſus fuit, nec carnalit. cognovit pred.* R. W. *contra formam Statuti pred. tunc Jur. pred. dicunt ſuper ſacrament. ſuum pred. quod pred.* R. M. *non eſt culpabilis de Felon. pred. contra formam Statut. pred. prout idem* R. *placitando allegavit, nec ea Actione unquam ſe retraxit.*

Special Verdict.

An Annuity by Deed, &c.

TO all Chriſtian People to whom theſe preſents ſhall come, *A. B.* of *C.* in the County of *S.* Eſq; ſendeth greeting in our Lord God everlaſting. Know ye, That the ſaid *A.B.* for divers good cauſes him thereunto moving, hath confirmed, given and granted, and by theſe preſents doth give and grant (by the power aforeſaid) unto *E.F.* and his Aſſigns, one Annuity or yearly Rent of 12 *l.* of lawful Engliſh money, to be well and truly paid unto the ſaid *A.B.* out of all thoſe Meſſuages, Lands, Tenements, and Hereditaments, with other of their ſeveral and reſpective Appurtenances, lying, ſituate, and being in *P.* late in the poſſeſſion of *I.M.* known, or commonly called by the Name of *H*'s Tenements, To have and to hold, receive, and take the ſaid Annuity or yearly Rent of 12 *l.* *&c.* to him the ſaid *E.F.* and his, *&c.* after the deceaſe of the ſaid *A.B.* for, and during the time of, *&c.* if the ſaid *E.F.* ſo long ſhall have life and health; the ſame to be had,

received, taken, and paid by, and to him the ſaid *E.F. &c.* at the Feaſt-dayes of St. *Michael* the Arch-Angel, by even and equal portions; the firſt Payment thereof to begin and take commencement at ſuch of the ſaid Feaſts as ſhall firſt and next happen after the death of the ſaid *A.B.* with a clauſe of diſtreſs, *&c.* as aforementioned.

A Grant of an Annuity to a man and his Wife during their lives, &c.

THis Indenture made the, &c. between *A.B.* of, &c. in the County of *S.* Eſq; on the one part, and *C.D.* Gent. of *L.* and *A.* his Wife, on the other part, Witneſſeth, That he the ſaid *A.B.* of, &c. in the County of *S.* aforeſaid, for, and in conſideration of 12*l.* of, &c. whereof, and wherewith they acknowledge themſelves ſatisfied, &c. hath given and granted, and by theſe preſents doth give and grant for him, his Heirs, &c. unto the ſaid *C.D.* of *L.* and *A.* his Wife, the Annual Rent of fifty pounds of lawful, &c. by the year, by the ſaid, *A.B.* his Heirs, &c. from henceforth yearly to be paid to the ſaid, *C.* and *D.* and their Aſſignes, by, and during the term of their natural lives, and the life of the longeſt liver of them, at, or in the now dwelling Houſe of the ſaid *C.* ſituated, lying, and being in *L.* &c. by equal portions in every year, that is to ſay, on the, &c. the ſum of, &c. and on the twenty fourth, &c. the like ſum of, &c. the firſt payment to begin, and to be made on the twenty fourth, &c. or on the fourth day of, &c. and ſo from thenceforward the ſaid Annuity of yearly Rent to have continuance, and to be yearly paid to the ſaid *C.* and *D.* and their Aſſigns, &c. upon the ſaid dayes and appointed times, and at the ſaid places, during the time of the lives of the ſaid *C.* and *A.* and the life of the longeſt liver of them. And the ſaid *A.B.* doth Covenant to, and with the ſaid *C.* and *A.* his Wife, That if, and as often as it ſhall happen, the ſaid Annual Rent of, &c. or any part or parcel thereof, to be behind or unpaid, on or after the ſaid twentieth, &c. or on the twenty fourth of, &c. that then, and ſo often as that ſhall happen, during the term of the lives of the ſaid *C.* and *A.* the ſaid *A.B.* his Heirs, Executors, or Adminiſtrators ſhall forfeit and loſe to the ſaid *C.* and *A.* and their Aſſigns the ſum of 5*l.* of, &c. in the Name of a penalty, and thereof ſhall make true payment to the ſaid *C.* and *A.* and their Aſſigns with that part of the ſaid Annuity of, &c. whereof default ſhall be made as aforeſaid; and for the conſideration aforeſaid, and for a good and certain ſurety and aſſurance to be had and made to the ſaid *C.* and *A.* of, and for the ſaid Annuity of, &c. to them the ſaid *C.* and *A.* well and truly to be paid every year during the term of the lives of the ſaid *C.* and *A.* and the life of the longeſt liver of them, according to the intent and true mean-

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ing of these presents; the said Sir *A.B.* for him, his Heirs, *&c.* doth covenant, give and grant to the said *C.A.* his Heirs, *&c.* by these presents, That the said Sir *A.B.* before the twenty sixth day of, *&c.* next ensuing, *&c.* by Fine or Fines to be levied, with Proclamations before his Highness's Court of Common-Pleas at *Westminster*, according to the order and course of the Laws and Statutes of this Common-wealth, between the said C. and his said Wife, Plaintiffs, and the said Sir *A.B.* Deforceant, shall and will recognize all the whole Messuage or Tenement now in the occupation of the said Sir *A.B.* or his Farmers or Tenants, and all Barns, Stables, Out-houses, with other the Appurtenances thereunto belonging, or occupied, demised, or leased to, or with the same: and all those Lands, Tenements, *&c.* and all and singular the Messuages, *&c.* of the said *A.B.* in the Towns, Fields, *&c.* of, *&c.* in the County of, *&c.* by such convenient Name or Names as are, or shall be devised to be the right of the said *C.D.* as those which the said *C.D.* and *A.* his Wife, shall have of the gift of the said *A.B.* and the same by the said Fine shall remise and quit-claim of him the said *A.B.* and his Heirs, to the said *C.* and *A.* and the Heirs of the said *C.* for ever: and further the said *A.B.* shall by the same Fine grant for him and his Heirs, that he shall warrant the said Premisses with the Appurtenances to the said *C.* and *A.* and to the Heirs of the said *C.* against him the said *A B.* and his Heirs for ever: Which said Fine or Fines, and all and every of the said Fines to be levied by the said *A.B.* to the said *C.* and *A.* and the Heirs of the said *C.* or in any other manner of the said Premisses, with the Appurtenances, or of any part or parcel thereof, before the next twentieth of, *&c.* next ensuing, by the Name or Names aforesaid, or by any other Name or Names whatsoever, shall be to the use and behoof of the said *C.D.* and *A.* his Wife, and of the Heirs of the said *C.D.* until a perfect recovery may be had of the Premisses against the said *C.D.* and his Wife, by *R.S.* and *R.H.* and the said *R.H.* and the said *C.D.* for himself, and *A.* his Wife, and for the Heirs and Assigns of him the said *C.* covenanteth with the said *A.B.* Gent. his Heirs and Assigns by these presents, That after the said Fine or Fines had and levied as aforesaid, he the said *C.* and *A.* his Wife, shall suffer the said *R.S.* and *R.H.* to sue and prosecute one Writ of Entry *Sur disseisin in le post*, before the said Justices, *&c.* at *Westminster*, against the said *C.* and *D.* and *A.* his Wife, of all and singular the said Lands, Tenements, *&c.* with other the Appurtenances, by such convenient names and qualities as by the said *A.B.* his Heirs, *&c.* or by his or their Counsel learned, shall be reasonably devised, or advised; in, and by which Writ of Entry. *Sur disseisin in le post*, so to be brought, the said *C.D.* and *A.* his Wife, shall appear and vouch to warranty the common Vouchee, who

after his Entry into the Warranty, and Imparlance being had, ſhall make default, to the end one common recovery may be had and proſecuted in all things, according to the uſual manner and form of common recoveries for aſſurances of Lands, *&c.* in ſuch caſes provided, uſed and accuſtomed; and that the ſame Recovery ſhall in due form of Law be executed accordingly. And it is witneſſed, declared, covenanted and fully agreed by, and between the ſaid parties to theſe preſents, That the ſaid Recovery ſo to be had and proſecuted, and all other Recoveries of the Premiſſes, or any part thereof, between the ſaid parties or any of them, before the ſaid, *&c.* of, *&c.* next, *&c.* and the full execution of them, and every of them; and alſo the ſaid Fine and Fines after the ſaid Recovery ſo had and ſuffered, and alſo all and ſingular other Fines and Recoveries whatſoever, heretofore had, levied, acknowledged, and ſuffered, or to be had, *&c.* of the ſaid Premiſſes, or of any part thereof, by what Name or Names ſoever, ſhall be adjudged and taken to be to the uſes, intents and purpoſes hereafter in theſe Premiſſes mentioned, limited and expreſſed, and to none other uſe, purpoſe or intent; that is to ſay, to the uſe and behoof of the ſaid *A.B.* and of his Heirs and Aſſigns, until default ſhall be made in payment of the ſaid Annuity or Annual yearly Rent of, *&c.* before by theſe preſents granted as aforeſaid, or of any part thereof, contrary to the true meaning of theſe preſents; and from, and immediately after ſuch default in payment had and made, as aforeſaid, then the ſaid Fines, Recoveries, and other the ſaid Aſſurances aforeſaid, ſhall be adjudged and taken to the only proper uſe and behoof of the ſaid *C.* and *A.* and of the Heirs and Aſſigns of the ſaid *C.* for ever, and to none other uſe, purpoſe, or intent, (any thing before in theſe preſents contained, or any other matter or thing whatſoever to the contrary, in any wiſe notwithſtanding) and the ſaid *A. B.* for him, his Heirs, and Aſſigns, covenanteth with the ſaid *C.* and *A. &c.* in form, *&c. viz.* That all and ſingular the ſaid Meſſuages, Lands, Tenements, and Hereditaments, and all and ſingular other the Premiſſes, together with all their Appurtenances, from and after any default of Payment, happening contrary to the effect and tenor of theſe preſents, of, or in the ſaid Annuity, or any part thereof, ſhall be and remain unto the ſaid *C.* and *D.* and to the Heirs, *&c.* of the ſaid *C.* for ever, clear and free diſcharged, exonerated, and acquitted, or otherwiſe by the ſaid *A.B.* his Heirs, *&c.* from time to time, and at all times ſufficiently ſaved harmleſs, and from all and ſingular Farms, Grants, Bargains, Sales, Leaſes, Charges, Eſtates, Bonds, Titles, Fine and Fines, for alienation by theſe Preſents, Joyntures, Dowers, Title of Dower, Amerciaments, Arrearages of Rents, and all other incumbrances whatſoever; the chief Rents

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and Services to be due and payable to the chief Lord, or Lord of the Fee, or Fees of the Premiſſes in reſpect of their Seigniories only; and all Leaſes made of the Premiſſes, or of any part thereof, for term of three lives, or one and twenty years, whereupon the old and accuſtomed Rents or more, is reſerved, and ſhall be yearly payable, after ſuch default made to the ſaid *C.* and *A.* and the Heirs of the ſaid *C.* always exempted and forepriſed. And further, the ſaid *A. B.* covenanteth, That if it ſhall happen that default be made thereof contrary to the intent, purpoſe, and tenor of theſe preſents, of, or in payment of the ſaid Annuity or yearly Rent of, *&c.* that then, and at the time of ſuch default made, and from thenceforth for ever, the ſaid Premiſſes ſhall be, or lawfully may be, and continue to the ſaid *C.* and *A.* and to the Heirs of the ſaid *C.* for ever, of the full and clear yearly value of, *&c.* above all charges and repriſes; and that the ſame be now ſo holden and farmed; and further, that then, and for ever after the time of any ſuch default ſo happening in payment of the ſaid Annuity, the ſaid *C.* and *A.* the Heirs of the ſaid *C.* for ever, ſhall or may lawfully and quietly have, hold, and enjoy all and ſingular the ſaid Mannors, *&c.* and then alſo, and from thenceforth ſhall or may lawfully have, take, receive, and enjoy all and ſingular the Rents, *&c.* thereof, and of every part thereof, to the only uſe and behoof of the ſaid *C.* and *A.* and of the Heirs of the ſaid *C.* for ever, without let, moleſtation, action, ſuit, entry, diſturbance, or other interruption of the ſaid *A. B.* his Heirs and Aſſigns, or any of them; and without any lawful action or moleſtation, *&c.* of any other perſon or perſons whatſoever, except before excepted: and alſo the ſaid *A. B.* doth covenant, grant, and promiſe, *&c.* That he the ſaid *A B.* his Heirs or Aſſigns, within ſix months next after any default made contrary to the form and effect of theſe preſents, of, and in any part of the payment of the ſaid Annuity, ſhall and will ſafely deliver, or cauſe to be delivered to the ſaid *C.* and *A.* their Heirs or Aſſigns, or to ſome of them, at the now dwelling Houſe of, *&c.* all and ſingular ſuch Deeds, Chattels, Evidences, Books of Survey, Terriers, Manuſcripts, and Monuments, concerning the Premiſſes only, or any parcel or part thereof, or which the ſaid *A. B.* now hath, or which he and his Heirs then ſhall have, without any ſuit in the Law, or other charge whatſoever, may then get, or come by, together with other true Copies of all the Manuſcripts or Writings, *&c.* which do concern the Premiſſes, or any part or parcel thereof, joyntly with other Lands, Tenements, *&c.*

Provided always, That if the ſaid *A. B.* his Heirs, *&c.* ſhall happen not to make true payment according to the true intent and meaning in theſe preſents above declared, of the ſaid Annual or year-

ly Rent, &c. and of all ſum or ſums of money to be forfeited, *Nomine pœnæ*, as aforeſaid, and of every part or parcel of them, but ſhall fail and make default in payment of the ſame, or any part or parcel thereof, contrary to the true meaning and intent of theſe preſents; ſo that the ſaid *C.* and *A.* and the Survivors of them, or their Heirs, Executors or Aſſigns, or the Heirs, &c. of either of them, then by reaſon of ſuch default, ſhall, or may from thenceforth lawfully poſſeſs, enjoy, receive, and take all and ſingular the Rents, &c. of all and ſingular the Premiſſes, with all the Appurtenances thereunto belonging, according to the form and effect of theſe preſents, as is above ſpecified and declared; and that then the ſaid Annuity above granted to the ſaid *C.* and *A.* &c. and the longeſt liver of them, ſhall ceaſe, determine, and be no longer paid. And moreover the ſaid *A.B.* covenanteth, &c. that he the ſaid *A.B.* his Heirs, &c. and Mrs. *H.* now Wife of the ſaid *A.B.* and all and every other perſon or perſons, [otherwiſe than ſuch Leaſes as ſhall lawfully claim for, and by reaſon of their Leaſes and Eſtates to be excepted] which have, or ſhall have, or ſhall let, or may lawfully claim to have any Eſtate, Title, Right or Intereſt of, in, or to the ſaid Premiſſes, with their Appurtenances belonging, or any part or parcel thereof, ſhall and will not only at all times during five years next enſuing the date hereof, upon reaſonable requeſt, acknowledg, make, do and ſuffer, and cauſe, &c. all and every ſuch act and acts, thing and things, as by the ſaid *C.* and A. or either of them, or the Heirs and Aſſigns of the ſaid C. or by their Councel learned in the Law, ſhall be lawfully deviſed or adviſed for the further aſſurance, ſurety or conveyance, and ſure-making of all and ſingular the ſaid Mannors, Farms, &c. to be had, conveyed, and made ſure to the ſaid *C.* and *A.* and to the Heirs and Aſſigns of the ſaid *C.* to the only uſe and behoof of the ſaid *C.* and *A.* and of the Heirs and Aſſigns of the ſaid *C.* for ever, according to the true form and effect of theſe preſents, and upon the condition therein expreſſed and declared, and not otherwiſe; but always, and at all times during ſeven years next after any default made contrary to the intent and meaning of theſe preſents, of or in payment of the ſaid annual or yearly rent of, &c. ſhall and will, at or upon the reaſonable requeſts, and at the coſts and proper charges in the Law of the ſaid *C.* and *A.* or either of them, &c. make, do, acknowledge, &c. all and every ſuch lawful act, as the ſaid *C.* and *A.* or either of them, &c. ſhall deviſe or adviſe therein, by their, or either of their Counſel, &c. for the further aſſurance of all and ſingular the ſaid Mannors, Lands, Tenements, &c. to be had, conveyed, and made ſure to the ſaid *C.* and *A.* and to the Heirs and Aſſigns of the ſaid *C.* and for the only uſe of the ſaid *C.* and *D.* and of their Heirs and Aſſigns for ever, without any manner of let or moleſtation ſoever; and

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alſo that the ſaid *A.B.* his Heirs, *&c.* within one year next enſuing the date hereof, ſhall and will deliver, or cauſe to be delivered to the ſaid *C.* and *A.* or the Survivors of them, or to their Heirs, &c. at the now dwelling-Houſe, *&c.* one Book of a plain and perfect Survey of all the ſaid Meſſuages, Lands, *&c.* and of all and other the Premiſſes, with their Appurtenances, containing and expreſſing the Names of the Tenants and Occupiers of the Land, and their Eſtates, and the yearly Rents and Services, fairly and plainly written; and the ſaid *C.D.* for himſelf and the ſaid *A.* his Wife, doth covenant and grant, *&c.* by theſe preſents, That they the ſaid *C.* and *A.* or their Aſſigns, or the Survivor of them; or his and her Aſſigns, upon the receit of every payment of the ſaid Annuity of, *&c.* or ſums, *&c.* forfeited (*Nomine pœnæ*) to them, or any of them, to be made hereafter according to the true intent and meaning of theſe preſents, ſhall and will, upon requeſt therefore to be made, deliver a Writing under their Hands, (or under the Hands of the Survivor of them) plainly teſtifying and reporting the ſame receit and payment from time to time ſo often as the ſaid *C.* and *A.* or their Aſſigns, &c. or his or her Aſſigns ſhall receive any ſuch payment. *In witneſs whereof*, &c.

An Annuity for term of years, &c. *with liberty to ſell the Diſtreſſes*

THis Indenture made the, *&c.* between *D.H.* of *N.* in the County of *N.* Yeoman, on the one party, and Sir *D.L.* Citizen and Haber-daſher of *L.* on the other party, witneſſeth, That the ſaid *D.H.* in full ſatisfaction of all Debts, Duties, and Demands, which *D.C.* of *L.* Eſq; deceaſed, did at the time of his deceaſe owe unto the ſaid Sir *D.L.* hath for him, his Heirs, *&c.* and for every of them, given, granted, and confirmed, and by theſe preſents for him, his Heirs, *&c.* and for every of them, doth give, grant and confirm unto the ſaid *D.L.* his Executors, *&c.* one Annuity or yearly Rent of 20 l. of lawful Engliſh money, *&c.* yearly to be iſſuing and going out of all that Park or Grounds commonly called by the Name of Park-wood, in the Pariſh of *N.* in the County of *S.* and out of all whatſoever Lands, Mills, Tenements, Woods, Under-woods, and Hereditaments whatſoever, lying and being in the Park-Wood aforeſaid, as out of all and ſingular other the Lands, Tenements, and Hereditaments of the ſaid *D.H.* within the County of *S.* To have, hold, receive, levy, take and enjoy the ſaid Annual Rent of twenty pounds, of, *&c.* unto the ſaid *D.L.* his Executors, *&c.* from the thirtieth of, *&c.* which ſhall be in the year of our Lord, *&c.* for, and during the term of twenty years then next enſuing, to be compleat and ended, payable during the ſaid term of, *&c.* at the uſual place of tender, receit, and payment money, commonly called, *&c.* ſituated and being on the Weſt part of *E.* in *W.* without fraud or

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guile, &c. the first day of, &c. and the first payment of the said Annuity or yearly Rent, to begin on the second, &c. which shall be in the year, &c. And the said *D.H.* for him, his Heirs, &c. shall and will yearly during the said term of, &c. upon the second day of, &c. well and truly pay, or cause to be well and truly paid unto the said *D.L.* his Heirs, &c. at the, &c. aforesaid, the yearly Rent of twenty pounds; and that if it shall happen the said Annuity of, &c. to be behind and unpaid in part, or in all, at any of the days or times aforesaid, that then, and so often the said *D.H.* his Heirs, &c. and every of them, shall and will forfeit and pay unto the said *D.H.* his Heirs, Executors, or Assigns, for every such default in payment, the sum of, &c. in the name of a pain or penalty; and that then, and at all times after from time to time, so often, and when at any default of any payment of the said yearly Rent, or of any part thereof, shall happen during the said term of, &c. to be made contrary to the limitation aforesaid, it shall and may be lawful unto, and for the said *D.L.* his Heirs, &c. and to every of them, as well for the said sum of, &c. so to be due and unpaid, as for the said, &c. to be as abovementioned, forfeited, and lost, (*Nomine pœnæ*) into the said Park, commonly known by the Name of Park-wood, and all and singular other the Lands, Tenements, Hereditaments, and all other the Premisses, into any part or parcel thereof, to enter and distrain. And the Distress or Distresses then and there so to be had and taken, and from thence lawfully to bear, lead, drive, and carry away, without any manner of Rescous or other suit of Replevin by the said *D.H.* his Heirs, &c. or any of them, or by any other person or persons whatsoever, for them, or any of them; and that the said *D.* his Heirs, &c. and every of them, shall and may retain, and keep the same Distress or Distresses irrepledgably until the said *D.* his Executors, Administrators or Assigns, be as well of the said Annuity of, &c. which shall be due, and as aforesaid unpaid, as of the said ten pounds, to be as aforesaid forfeited, [*Nomine pœnæ*] and of every part or parcel thereof; as also of the reasonable costs and expences (which shall happen by reason of the non-payment thereof sustained) be fully satisfied, contented and paid: and if it shall happen that the said yearly Rent of 20 l. and the said 10 l. aforesaid to be forfeited, &c. (for which the said Distress or Distresses shall be as aforesaid, had and taken) shall be behind and unpaid at the place aforesaid, for the payment thereof, by the space of six days, on, or after any such Distress or Distresses shall be taken, as aforesaid, by the said *D.L.* his Executors or Assigns for the said sums, or for any part thereof; that then, and so often it shall be lawful to, and for the said *D.* his Executors, &c. and every of them, to cause the same Distress or Distresses to be valu'd and prized, and according

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to the ſaid prizement to his or their own uſe to retain, or otherwiſe to ſell the ſame at the will and pleaſure of the ſaid *D.* his Executors, *&c.* for the ſatisfaction and payment as well of the ſaid Annuity or yearly Rent, *&c.* as of the ſaid, *&c.* and alſo of the ſaid Coſts, Damages and Expences; and the ſaid *D.H.* hath put the ſaid *D.L.* in full poſſeſſion and ſeizin of the ſaid Annuity by the delivery and payment to the ſaid *D.* at the enſealing and delivery of theſe preſents, 6 d. *&c.* of, *&c.* And moreover the ſaid *D.H.* for him, his Heirs, *&c.* doth covenant, promiſe and grant by theſe preſents, in form, *&c.* that the ſaid Park, Lands, Tenements, and Hereditaments, out of which the aforeſaid yearly Rent of 20 l. is limited to be iſſuing, and every part or parcel thereof, ſhall be from and after the ſaid thirtieth of, *&c. Anno Dom.* 1630. for and during the ſaid term of one and twenty years from time to time, and at all times during the ſaid term aforeſaid, when, and as often as the ſaid Annual Rent of, *&c.* and the ſaid ten pounds to be forfeited, *Nomine pœnæ*; and if any part thereof ſhall happen to be behind and unpaid at the place aforeſaid, appointed for the payment thereof, contrary to the limitation aforeſaid, ſhall be liable, overt, and ſufficient to the Diſtreſs or the Diſtreſſes aforeſaid; and that the ſaid *D.L.* his Executors and Aſſigns, and every of them, ſhall and may from, and after the ſaid 30 day, *&c.* for, and during the ſaid term of, *&c.* according to the true meaning of theſe preſents, have, receive, and take the ſaid Annuity of twenty pounds, without any let, denial, or other interruption or hinderance of the ſaid *D.* his Heirs and Aſſigns, or any of them, or of any other perſon or perſons whatſoever, by his or their means, right, title, or procurement; and that he the ſaid *D.* at the time of the enſealing and delivery of theſe preſents, is ſeized in his Demeſne as of Fee to his and their own uſe, of ſuch good eſtate in Fee-ſimple, of, and in three parts, in four parts to be divided of all the ſaid Park and Grounds, called by the name of Parkwood, as was granted to him and his Heirs by his Highneſs under Letters Patents, dated at *Weſtminſter*, and of, and in the fourth part thereof, of ſuch good and lawful eſtate as was to him granted and aſſigned; and that he the ſaid *D.* his Heirs, *&c.* ſhall well and truly pay, or cauſe to be paid unto his Highneſs, his Heirs and Succeſſors, two hundred pounds, *&c.* according to the limitation, meaning, and true intent of theſe preſents. *In witneſs whereof, &c.*

A Grant of an Annuity out of Land for term of Life.

THis Indenture made, *&c.* between *R.E.* of *L.* Eſq; on the one party, and *R.K.* Citizen, on the other party, witneſſeth, That the ſaid *R.E* in conſideration, *&c.* hath given, granted, and by theſe preſents doth give and grant to the ſaid *R.K.* one Annuity or yearly

ly Rent of 30 l. of lawful money, &c. to be yearly iſſuing out of all the Mannor of the ſaid *R.* with the Appurtenances in the County of *M.* called the Mannor of *P.* to have, receive, perceive, take, and levy the ſaid Annuity or yearly Rent of 30 l. to the ſaid *R. K.* and his Aſſigns, from henceforth, for and during the term of the natural life of the ſaid *R.* the ſame Annuity or yearly Rent to be yearly paid to the ſaid *R.* or his Aſſigns, during the life of the ſaid *R.* at his now dwelling-houſe, ſituate in *L.* &c. on the days of the Feaſts &c. or on the twentieth day next after every of the ſame Feaſt-days, between the hours of, &c. by even portions, in manner and form following, that is to ſay, The firſt payment thereof to begin at the Circumciſion, &c. next coming, &c. or on the twentieth day then next enſuing, and ſo from thenceforth to have continuance, and to be paid to the ſaid *R.* or his Aſſigns, at ſuch times, and in ſuch manner and form as aboveſaid, yearly, during the ſaid natural life of the ſaid *R.* And if it happen the ſaid Annual yearly Rent of 30 l. or any part or parcel thereof to be behind and unpaid to the ſaid *R.* or his Aſſigns, according to the true intent and meaning of theſe preſents, at any time during the natural life of the ſaid *R.* that then the ſaid *R.* his Heirs and Aſſigns, for every ſuch default of payment thereof, or of any part or parcel thereof, ſhall forfeit and loſe to the ſaid *R.* his Executors and Aſſigns, ten pounds, for and in the Name of a penalty; and that then, and at all times, ſo often as any ſuch default ſhall happen, from thenceforth it may, and ſhall be lawful to, and for the ſaid *R. K.* his Executors and Aſſigns, into the ſaid Mannor of *P.* with the Appurtenances, and all and ſingular the Premiſſes, and into all and every part thereof, to enter and diſtrain, as well for the Annuity or yearly Rent iſſuing, &c. and all Arrearages thereof, as alſo for all and every pain or pains aforeſaid ſo to be forfeited as aboveſaid, and all Arrearages thereof, and all and every Diſtreſs and Diſtreſſes in the Premiſſes, or any part thereof to be found, lawfully to take, and quietly drive, lead, bear, and carry away, and with them to hold and keep, until the ſaid yearly Rent, and pain or pains aforeſaid, and all Arrearages thereof, together with all their coſts and damages in that behalf ſuſtained, they ſhall be fully paid and ſatisfied. And the ſaid *R. E.* for him, his Heirs, &c. doth covenant, promiſe, give and grant, &c. in manner and form, &c. That the ſaid Mannor of *P.* with the Appurtenances thereunto belonging, ſhall be and continue chargeable and liable to all and every the Diſtreſs and Diſtreſſes of the ſaid *R.* and his Aſſigns, according to the true intent and meaning of theſe preſents, there to be had and taken at any time, for default of payment of the ſaid Annuity or yearly Rent, and pain or pains aforeſaid ſo to be forfeited, or any part or parcel thereof, as is above ſpecified.

And further, That always during the natural life of the ſaid *R. K.*

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the ſaid Mannors, and other the Premiſſes, ſhall be contented of the clear yearly value of 25 l. of lawful, *&c.* over and above all repriſes; and that he the ſaid *R.E.* now is the very true, perfect, lawful, and right owner of the ſaid Mannor of *P.* together with the Appurtenances belonging thereunto, and of every part and parcel thereof, a good, lawful and ſure Eſtate of inheritance in Fee-ſimple or Fee-tail, generally to his own proper uſe and behoof.

And moreover, that the ſaid *R.E.* and his Heirs, if it ſhall be found hereafter that the aſſurance of the ſaid Annuity by theſe preſents made, ſhall not be a full and ſufficient aſſurance thereof to the ſaid *R.K.* in manner and form aforeſaid, that then upon the information thereof given, and requeſt made to the ſaid *R.* or his Heirs by the ſaid *R.K.* or his Aſſigns, the ſame *R.E.* or his, *&c.* ſhall at their own proper coſts and charges in the Law, make all ſuch further aſſurance thereof to the ſaid *R.K.* of the ſaid Annuity for term of the natural life of the ſaid *R.K.* only, as by his, and his learned Counſel he ſhall be lawfully and reaſonably demiſed, adviſed, and required. *In witneſs whereof, &c.*

A Grant of an Annuity iſſuing out of Land to a man for term of his life, with ſpecial Covenants.

THis Indenture made, *&c.* witneſſeth, That the ſaid *M.S.* for a certain ſum of lawful Engliſh money, *&c.* to him before the enſealing and delivery of theſe preſents, paid by *R.E.* hath given, granted and confirmed, and by theſe preſents doth give, grant, and confirm for him and his Heirs, to the ſaid *R.E.* one Annuity or yearly Rent of 100 l. of lawful, &c. to be iſſuing and going out of the Mannor of *E.* in the ſaid County of *S.* To have, hold, levy, and yearly perceive, receive, take and enjoy the ſaid Annuity or yearly Rent of 100 l. to the ſaid *R.E.* and his Aſſigns, from the laſt day of, &c. next enſuing the date hereof, for, and during the term of the natural life of the ſaid *R.E.* the ſame Annuity or yearly Rent, to be yearly paid to the ſaid *R.* and his Aſſigns, at the place of his now dwelling-houſe, ſituate, lying, and being in *W.* adjoyning to the Church called *S.M.* on the twenty fourth day of *Novemb.* and the laſt day of *J.* between the hours of, &c. the firſt payment thereof to begin, and to be made on, &c. next coming; and if it ſhall happen the ſaid Annuity or yearly Rent of, &c. or any part or parcel thereof to be behind and unpaid to the ſaid *R.* during his life, according to the true intent and meaning of theſe preſents, that then for every ſuch default of payment thereof, or any part or parcel thereof, the ſaid *M. S.* his Heirs or Aſſigns, ſhall forfeit and loſe to the ſaid *R.* his Executors and Aſſigns, the ſum of five pounds of lawful Engliſh money, for, and in the Name of a pain; and that then and at all times ſo often as any ſuch default ſhall happen,

pen, from thenceforth it ſhall and may be lawful to, and for the ſaid *R.* his Heirs Executors and Aſſigns, into all and every of the ſaid Mannors, Meſſuages, Lands, Tenements and Hereditaments, or any part thereof, to enter and diſtrain, as well for the ſaid annual Rent of, &c. and all Arrearages thereof, as alſo for, and in conſideration of every pain and pains aforeſaid, ſo to be forfeited as aforeſaid, and every Diſtreſs and Diſtreſſes in the Premiſſes, or any part or parcel thereof, to be found, lawfully and quietly to enter and take lead, bear, drive, and carry away, and them to keep and hold until all of the ſaid yearly Rent of, &c. and pain and pains aforeſaid ſo forfeited, together with all the Coſts, Damages, and Arrearages thereof in that behalf ſuſtained, be fully paid and ſatisfied; and that if every ſuch Diſtreſs and Diſtreſſes ſo to be taken and had as aforeſaid, ſhall not (from time to time, ſo often as any ſuch ſhall be taken) be redeemed from the ſaid *R.* his Heirs, &c. within the ſpace of twenty days next after the taking thereof, That then it ſhall and may be lawful to and for the ſaid *R.* and his Aſſigns, to make ſale of all ſuch Diſtreſs and Diſtreſſes as above mentioned, and thereof to take, receive, levy, and enjoy the Arrearages of the ſaid Annuity or yearly Rents, and payments of the pain and pains aforeſaid ſo forfeited, without moleſtation, impeachment or vexation of any perſon whatſoever; and that the ſaid S. for him, &c. and every of them, doth covenant, &c. by theſe preſents, in manner and form following, that is to ſay, That he the ſaid, &c. now at the time of the enſealing of theſe preſents, is, and ſtandeth lawfully and ſolely ſeized of a good, perfect, ſure, and abſolute Eſtate, &c. in his demeſne as of Fee-ſimple, without any condition, to the only uſe and behoof of himſelf and his Heirs, of, and in the ſaid Mannor of *D.* in the County of *W.* together with the Appurtenances thereunto belonging; and if during the life of the ſaid *R.* the ſaid Mannor with the Appurtenances belonging, ſhall be and continue, the ſaid *N.S.* his Heirs and Aſſigns, of the clear yearly value of, &c. of lawful, &c. or above and beyond all Coſts, Charges, and Repriſes; and that alſo during the time the ſaid Mannor with the Appurtenances in *C.* ſhall be and continue to the ſaid *M.* his Heirs and Aſſigns of the clear yearly value of, &c. of lawful, &c. or above and beyond all Charges and Coſts; and the ſaid Mannors, Meſſuages, Lands, Tenements and Hereditaments, and all and ſingular the Premiſſes, with the Appurtenances belonging, and every part and parcel thereof, ſituate, lying, and being within the ſaid County of *W.* during the ſaid natural life of the ſaid *R.* from time to time ſhall be, continue, and ſtand liable, chargeable, and ſufficient to all and ſingular the Diſtreſs and Diſtreſſes of the ſaid *R.* and his Aſſigns, ſo often as any occaſion of Diſtreſs ſhall be given to him or them, according to the true intent and meaning of theſe preſents; and

further, that the ſaid Mannors, Meſſuages, Lands, Tenements, and Hereditaments, and all other the Premiſſes with the Appurtenances belonging, during the life of the ſaid *R.* now are, ſhall be, and ſtand clearly diſcharged and acquitted, or otherwiſe ſufficiently ſav'd harmleſs of, and from all and ſingular Grants, Titles, States and Incumbrances whatſoever, which contrary to the intent and true meaning of theſe preſents, ſhall or may bar, avoid, prejudice or hinder the ſaid *R.* or his Aſſigns, to have, take, and receive, levy and diſtrain for, and enjoy the ſaid annual Rents, or any part thereof; and the pain or pains aforeſaid, or any parcel thereof, (if any ſuch happen to be forfeited;) And moreover that the ſaid *R.* during his life, ſhall be well and truly contented and paid the ſaid Annuity or yearly Rent of, &c. and every part thereof, according to the true intent and meaning of theſe preſents, without any fraud or guile. And the ſaid *R.* for him, his Executors, &c. covenanteth, &c. that if the ſaid *M.* his Heirs, &c. do well and truly hold, or ſerve, perform, fulfil, and keep all and ſingular Covenants, Grants and Articles above mentioned, for the part of the ſaid *S.* his Heirs, &c. to be holden, fulfilled, performed or kept; that then one recognizance or writing obligatory, bearing the date of theſe preſents, knowledged before the Lord Mayor of the City of *L.* according to the form preſcribed by the Statute of late made and provided for recovery of debts, wherein the ſaid *R.* his, &c. doth ſtand firmly bound by theſe preſents to the ſaid *M.* in the ſum of 20*l.* ſhall be made void and fruſtrate, or elſe the ſame recognizance or writing obligatory, to ſtand and abide in all its force, effect, ſtrength and vertue, any thing in theſe preſents above ſpecified or contained, to the contrary thereof in any caſe notwithſtanding. *In witneſs*, &c.

An Information in the King's-Bench upon a Simoniacal Contract.

E. ſſ. W.L. *Gen. qui tam pro Domino Rege qui pro ſeipſos ſequit. querit. de* A.E. *Arm. in Cuſtodia Marr.* &c. *de placito quod reddat dict. Domino Regi & eidem* W. *qui tam*, &c. 400 *l. quas eis debet & injuſte detinet*, &c. *pro eo videlicet quod cum per quendam Actum in Parliamento Dominæ* Elizabethæ *nuper Reginæ* Angliæ *apud* W. *in Com.* Mid. *quarto die* Februarii *Anno Regni ſui* 31 *tent. edit. inter alia inactitat. exiſtit Authoritate ejuſdem Parliamenti, quod ſi aliquis perſona ſive perſonæ, corpora politica ſive corporat. ad aliquod tempus poſt finem quadragint. dierum prox. poſt finem ejuſdem Seſſionis Parliamenti, pro aliqua ſumma pecuniæ, dono, proficuo ſive beneficio, directe vel indirecte, aut pro ſeu per rationem alicujus promiſſionis, Agreamenti, Conceſſionis, Obligationis, Conventionis, ſive alia Aſſurantiæ de vel pro aliqua ſumma pecuniæ, munere, dono, proficuo, ſive beneficio quocunq; directe vel indirecte preſentarent vel conferrent, Anglice* collate *aliquam*

quam perſonam alicui beneficio cum Cura animarum; nitati, Prebend. ſive beneficio Eccleſiaſtico, Anglice Eccleſiaſtical Living, vel darent aut impenderent, Anglice beſtow eadem, pro vel in reſpec. alicujus talis corrupte cauſæ, ſeu conſideratione; quod tunc quelibet talis Preſentatio, Donatio, & Impenſatio, Anglice beſtowing, ac quelibet Admiſſio, Inſtitutio, inveſtura & inductio, ſuperinde forent penitus vacua, fruſtrat. & nullius effectus in Lege, Et quod foret & eſſet licitum ad & pro dict. nuper Regina, Hered. & Succeſſor. ſuis, preſentare, conferre, Anglice collate unto vel dare ſive impendere, Anglice beſtow quodlibet tale beneficium, dignitatem, Prebend. benefic. Eccleſiaſtic. Anglice Eccleſiaſtical Living, pro illo uno tempore, ſeu turno tantummodo quodq; omnes & quelibet perſona ſive perſonæ, corpora politica & corporat. que extunc deinceps darent vel caperent aliquam talem ſummam pecuniæ, Munus Donum ſeu Beneficium directe vel indirecte, vel caperent ſeu facerent aliquam talem Promiſſionem, Conceſſionem, Obligationem, Conventionem, ſeu alia Aſſuranc. forisfacerent & perderent duplicem valorem unius Anni proficui cujuſlibet talis beneficii, dignitat. Prebend. & beneficii Eccleſiaſtici, Anglice Eccleſiaſtical Living, unde una medietas foret dict. nuper Reginæ, Hered. & Succeſſor. ſuis, & altera medietas illius vel illis quis proſequi vellent per eiſdem, per Actionem debiti, Billam vel Informationem in aliquibus Cur. dict. nuper Reginæ de Recordo in quibus null. Eſſon. protect. vel legis vadiaco admittent. vel allocarent. prout per eundem Actum int. alia plenius apparet. Et idem W. qui tam pro dict. Dom. Rege quam pro ſeipſo ulterius dicit quod predict. Seſſio Parliamenti predict. finivit apud Weſtminſt. pred. Viceſimo primo die Marcii, Anno Regni dict. nuper Reginæ Triceſimo primo ſupradict. quodq; poſt finem Quadragint. dierum prox. poſt finem predict. Seſſionis Parliamenti predict. ſcilicet quinto die Septembris, Anno Regni Dom. Caroli ſecundi, nunc Regis Angliæ, &c. Viceſimo ſecundo, apud W. in predict. Com. E. corrupte & Simoniace, ac contra formam Actus predicti, concordat. & agreat. fuit int. predict. A. & quendam R.B. Gen. quod predict. R. preſentaret quendam G.E. ad Eccleſiam di R. in dicto Com. E. exiſten. Beneficium cum Cura Animarum, & adtunc vacantem & preſentationem ipſius R. pro illa vice ſpectant. quodq; in conſideratione inde predict. A. ſolveret eidem R. 300 l. Et pro ſolutione inde idem A. procuravit quidam M.R. Gen. ut ſecuritat. pro eodem A. ad intrand. in una Obligatione eidem R. 200 l. cum conditione infraſcript. pro ſolutione cent. libr. ſtatim vel ad certam diem tunc prox. ſequen. Et idem A. ſilit. pro ſolutione alt. ſummæ ducent. libr. reſid. predict. trecent. libr. procuravit quidam F.W. ad intrand. (ut ſecuritat.) pro eodem A. in alia Obligatione 400 l. cum dict. R.W. cum conditione infraſcript. pro ſolutione ducent. libr. ad certam diem tunc prox. ſequen. prætextu cujus quidam Simoniaci, & corrupte Agreamenti predict. predictus A. poſtea ſcilic. predict. quinto die Septemb. Anno Viceſimo ſecundo ſupradict. apud W. predict. in Com. predict. intrabat. in predict.

aliam

duabus Obligation. predict. simul cum predict. W.W. & M. ut securitat. pro predicto A. ut supradict. Superinde predict. R. postea scilic. eisdem die & Anno apud W. predict. presentavit predict. G. ad Ecclesiam de R. predict. Et idem W. qui tam pro Dom. Rege quam pro seipso ulterius dixit, quod Ecclesia predict. predicto tempore Agreamenti predict. fac. ac extunt hujusce fuit, & adhuc est plurii Annui valoris ducentarum libr. pro quod Actio accrevit eidem W. qui tam, &c. ad Exigend. & Heved. prefat. A. pro dicto Dom. Rege & seipso predict. 400 l. vidil. duplicem valorem unius Anni proficui Ecclesiæ predict. predictus tamen A. licit sepius requisit, &c. predict. 400 libr. eidem Dom. Regi & prefat. W. qui tam, &c. nondum solvit, sed ill. eis hucusq; solvere omnino contradixit, & adhuc contradicit, unde idem W. qui tam, &c. dicit quod ipse deteriorat. est & dampn. habet ad valenc. viginti libr. Et inde tam pro Dom. Rege quam pro seipso producit sectam, &c.

An Annuity granted for two lives, with the Inheritance of Land assured to the payment thereof.

THis Indenture made, &c. between *R.L.* and *W.I.* &c. on the one party, and *E.S.* and *A.* his Wife, on the other party; witnesseth, That the said *R.* and *W.* for, and in consideration of the sum of 20 l. whereof, &c. have given and granted, and by these presents for them, their Heirs, Executors, and Administrators, do give and grant to the said *E.S.* and *A.* his Wife, one Annuity or yearly Rent of 40 l. &c. by the said *R.* and *W.* their Heirs, Executors, Administrators: or Assigns, or by some of them, from henceforth yearly to be paid to the said *E.* and *A.* and their Assigns, and to the Survivors of them, and the Assigns of the Survivors of them, by, and during all the term of the natural life of the said *E.* and *A.* and the natural life of the longer liver of them, at, or within the Counting-house, &c. or at the place where the said Counting-house now standeth, at two equal payments in every year, that is to say, in manner and form following, *viz.* on the 30 day of, &c. between the hours of, &c. forty pounds, and on the eighteenth day of, &c. between the like hours in the fore-noon of the same day, forty pounds; the first payment thereof to begin, and to be made on the eight and twentieth day of, &c. next, &c. and so from thenceforth to have continuance, and yearly to be paid to the said *E.* and *A.* and the longer liver of them every year, upon the said days, and within the said times, and at the said place, during the natural lives of the said *E.* and *A.* and the natural life of the longer liver of them; and for a good and certain assurance and surety to be had and made to the said *E.* and *A.* his Wife, of, and for the said Annuity and yearly payment of, &c. to them, and to the Survivor of them, well and truly to be made every year during their natural lives, and during the natural life of the longer liver of them, according to the tenor, effect, and true meaning of these presents. The said *R.L.* hath given, granted, bar-

gained and ſold, and by theſe preſents doth clearly and fully bargain and ſell unto the ſaid *E.* and *A.* his Wife, and to their Heirs and Aſſigns, all that the Mannor, &c. and all that the Mannors, &c. and all and ſingular the Meſſuages, Lands, Tenements, Woods, Underwoods, and Hereditaments to the ſaid Mannors, &c. and all and ſingular Courts, &c. and all the Right, &c. to have and to hold the ſaid Mannors, Meſſuages, Lands and Tenements, to the ſaid *E.* and *A.* his Wife, their Heirs and Aſſigns, to the only uſe and behoof of the ſaid *E.* and *A.* their Heirs and Aſſigns. And the ſaid *W.I.* hath given, &c. unto the ſaid *E.* and *A.* his Wife, and to their Heirs and Aſſigns, all and ſingular the Mannors, Meſſuages, Lands, Tenements, Woods, Under-woods, Rents, Reverſions, Services, Profits, Commodities and Hereditaments, which the ſaid *W.I.* hath, or ought to have within the Pariſh of *C.* in the County of *S.* to have, &c. *ut præantea.* Provided always, and it is conditioned, granted, and concluded and agreed by and between the ſaid parties to theſe preſents, for themſelves, their Heirs, &c. by theſe preſents, That if the ſaid *R.I.* or *W.I.* or either of them, or their Heirs, &c. do well and truly content and pay, or cauſe, &c. to the ſaid *E.* and *A.* and to the Survivors of them, and their Aſſigns, and the Aſſigns of the Survivors of them, the ſaid Annuity and yearly payment of forty pounds, at two equal payments every year yearly, during the natural life of the ſaid *E.* and *A.* and the natural life of the longer liver of them, on the thirtieth day of, &c. and on the eighteenth day of, &c. from thenceforth, at the place, and between the hours there limited and appointed, in and by theſe preſent Indentures. And if it ſhall happen the ſaid *E.* and *A.* nor either of them, nor any other authorized by and from them, or either of them, to be preſent at the place and times limited and appointed for the payment of the ſaid Annuity, ready to receive the ſaid payment; then if the ſaid *R.* and *W.* their Heirs, Executors, and Aſſigns, or one of them, do upon demand to be therefore made at the now dwelling-houſe of the ſaid *R.I.* at, &c. by the ſaid *E.* and *A.* or any other authorized for them, or for one of them, at and upon the &c. next after any of the ſaid days and times before limited and appointed for the payment of the ſaid yearly Rent, pay, or cauſe to be paid to the ſaid *E.* and *A.* or their lawful Aſſigns or Attorney, ſo much of the ſaid yearly Rent or Annuity as then ſhall be behind and unpaid, and all the Arrearages of the ſame; then the gift, grant, bargain and ſale made of the ſaid Mannors, Meſſuages, Lands and Tenements, and all other the Premiſſes by theſe preſents bargained and ſold to the ſaid *E.* and *A.* and to their Heirs, ſhall be clearly and utterly void and fruſtrate to all intents and purpoſes, as though the ſame had never been made. And that then, and from thenceforth it ſhall be lawful to, and for the ſaid *R.* and *W.* their Heirs and Aſſigns, to enter into the ſaid Mannors, Meſſuages, Lands, Tenements, and Hereditaments, by them ſeverally bargained and ſold by theſe preſents as aforeſaid,

and

and the ſame to have again, and repoſſeſs, as in their ſeveral former Eſtates; any thing in theſe preſents contained, to the contrary thereof in any wiſe notwithſtanding. And that then, and from thenceforth the ſaid *E.* and *A.* and their Heirs, Aſſigns, and all and every perſon and perſons to be ſeized of the Premiſſes, or any part thereof, by, from, or under the ſtate of the ſaid *E.* and *A.* or either of them, ſhall ſtand and be ſeized of the ſaid Mannors, &c. in the ſaid County of *D.* to the only uſe of the ſaid *R. I.* and of his Heirs, and to none other uſe or uſes whatſoever; and of the ſaid Mannors, Meſſuages, in the ſaid County of *S.* to the only uſe and behoof of the ſaid *W. I.* and of his Heirs, and to none other uſe or uſes whatſoever; and that then alſo all aſſurances to be made of the Premiſſes, and of every part and parcel thereof, ſhall be to the ſaid laſt recited ſeveral uſes, and to none other. And the ſaid *R.* and *W.* for themſelves, &c. do covenant and grant, and either of them covenanteth, &c. in manner and form following. *viz.* That the ſaid *I.* at the time of the enſealing and delivery of theſe preſents, is the true and lawful owner of the ſaid Mannors of *M.* and of the ſame Mannors and Premiſſes in his own right, and to his own uſe, is, and ſtandeth lawfully and ſolely ſeized in his demeſne of Fee-ſimple, without any Condition, Mortgage, limitation of Uſe, or Uſes; and that he hath good Right, Title, Power and Authority, to give, grant, bargain, ſell, and aſſure the ſaid Mannors, and all other the Premiſſes in, &c. to the ſaid *E.* and *A.* and to their Heirs and Aſſigns, in form aforeſaid.

And further, that the ſaid *W. I.* hath power to ſell, and is ſolely ſeized in the Mannors, &c. in, &c. *in forma Prelimitata.* And alſo that the ſaid Mannors and other the Premiſſes in, &c. and the ſaid Meſſuages, &c. in *M.* now are, and from and after any default of payment of the ſaid Annuity, or any part or parcel thereof, happning contrary to the form and effect aforeſaid, ſhall be, ſtand and continue to the ſaid *E.* and *A.* and to their Heirs and Aſſigns for ever, clear and free diſcharged, exonerated and acquitted, or otherwiſe by the ſaid *R.* and *W.* or their Heirs, or by one of them and his Heirs, from time to time, and at all times ſufficiently ſaved harmleſs of and from all and ſingular former Grants, Bargains, Sales, Leaſes, Charges, Eſtates, Titles, Fine and Fines, for alienation by theſe preſents, Joyntures, Dowers, Amerciaments, Arrearages of Rents, and all other Incumbrances whatſoever; the chief Rents and Services to be due and payable to the chief Lord or Lords of the Fee, or Fees of the Premiſſes, in regard of their Seigniory only, and all Eſtates and Grants made and granted for one, two, three, or four lives of the Premiſſes, according to the cuſtom of the ſaid Mannors, &c. and alſo one Leaſe, &c. and alſo all Eſtates and Grants heretofore made and granted of the cuſtomary and Copy-hold Lands, Tenements, and Hereditaments, in, &c. aforeſaid, or of any part thereof, for term of one, two, three, or four lives, upon all which Grants, Leaſes and Eſtates, the old and ancient yearly Rents and

Services, or more, have been reserved, and from henceforth during the several continuances in the said Leases and Estates, to be due and payable to the Owner and Owners of the Reversion of the Premisses, only except and forepriſed.

And further, that the said *R. I.* and *W. L.* do covenant, &c. That if it do fortune that the said Annuity and yearly payment of a hundred pounds, and every part thereof, be not well and truly contented and paid to the said, &c. and to their Assigns, and to the Survivor of them, and to the Assigns of the Survivors of them, during the term of the longest liver, &c. according to the tenor and purport of these presents, that then, and at the time of such default made in payment thereof, or of any part thereof, and from thenceforth for even the said Mannors and Premisses in *B.* &c. shall or lawfully may be and continue to the said *E.* and *A.* and to their Heirs and Assigns, of the clear yearly value of, &c. of old and ancient Rent not inhaunced or improved, at any time or times within the space of ten years now last past, over and above all charges and repriſes whatsoever: And also that then, and from and after the time of such default made in the payment of the said Annuity or yearly Rent, or any part or parcel thereof, as is aforesaid, and from henceforth for ever, the said Messuages, Lands, Tenements and Hereditaments in *C.* &c. shall be of the yearly value of, &c. and that the same Lands, Tenements and Hereditaments in *C.* aforesaid, now be let and leased for the yearly Rent of, &c. and so the same be holden and farmed.

And further, that then, and for ever after the time of any such default so happning in payment of the said Annuity of, &c. and any part thereof, as is aforesaid, the said *E.* and *A.* their Heirs and Assigns shall or may lawfully have, hold, and enjoy the said Mannors, Messuages, &c. by these presents, bargained, &c. and then also, and from thenceforth shall or may lawfully have, take, perceive, receive and enjoy all and singular the Rents, Issues and Profits thereof, and of every part thereof, to, and for the only commodity and use of the said *E.* and *A.* and of their Heirs and Assigns for ever.

Here followeth an Article for delivery of the Evidence upon default.

Provided always, that if the said *R.* and *W. I.* their Heirs and Assigns, or any of them, shall happen not to make true payment to the said *E.* and *A.* and their Assigns, and to the longest liver of them, and his Assigns, of the said Annuity and yearly payment of, &c. by, and during the term of the natural lives of the said *E.* and *A.* and the Survivor of them, according to the form and effect of these presents, but shall make default in payment thereof, or of any part or parcel thereof, so that the said *E.* and *A.* and their Assigns by reason of the said default, shall, or lawfully may from thenceforth possess and hold the said Mannors, &c. and other the above-bargained Premisses, and have, enjoy, perceive, and take the Rents, Revenues, Issues,

Issues, and Profits thereof, according to the intent and true meaning above expressed and declared in these presents: That then the said Annuity or yearly payment of, &c. by these presents above bargained to the said *E.* and *A.* his Wife, shall cease, determine, and be no longer paid. A Covenant here followeth for making assurance, &c. of the Premisses to be conveyed and made sure to the said *E.* and *A.* &c. and to their Heirs and Assigns, according to the true meaning of these presents, and upon the conditions therein contained, and not otherwise; so as the said Demise, Assurance, or assurances, extend not to take away or diminish such Interest and Estate as the said *R.* and *W.* have, or either of them, or the Heirs and Assigns of either of them, is, or are of right to have in the Premisses; and so also as the same extend not to take away, or to impair any such Lease or Interest for term of years, as the said *R.* and *W.* or either of them in the mean time shall have of the Grant and Demise of the said *E.* and *A.* or either of them, nor any Rent or Profit which they are to have by reason of any such Demise.

Here followeth a Covenant for making absolute assurance after breach of payment of the Annuity or yearly Rent; and then a Covenant on *S.* his part, for giving an acquittance upon every payment of the said Annuity, made according to the form of this Indenture. *In witness whereof*, &c.

A Clause to sell the Distress.

AND the Granter covenanteth with the Grantees, *&c.* That if every such Distress and Distresses so to be taken and had as aforesaid, shall not from time to time, so often as any such shall be taken, be redeemed from the said *R.* and *S.* and the Survivor of them, their Executors or Assigns, within the space of, *&c.* next after the taking thereof, That then it shall, and may be lawful to and for the said, *&c.* to make sale of all and every such Distress and Distresses as aforesaid, and thereof to have, levy and enjoy the Arrearages of the said yearly Rent and Payment of the pain and pains aforesaid, forfeited as aforesaid, without any molestation, vexation or impediment of any person or persons whatsoever.

A Covenant to give an Acquittance.

AND the said *I. S.* and *A.* his Wife, for themselves, their Executors, *&c.* do covenant, *&c.* that the said *I.* and *A.* his Wife, and their Assigns, upon the receit of every payment of the said Annuity or yearly Rent to them, or any of them hereafter to be made, according to the true meaning of these presents, shall and will upon request thereof to be made, deliver a writing under their Hand and Seal, plainly testifying and reporting the same receit and payment from time to time, so often as the said *I.* or *A.* or their Assigns shall receive any such payment.

A Clause for putting one in possession of an Annuity.

AND the said *I.H.* hath put the said *I.I.* in full possession and seisin of the said Annuity or yearly Rent of forty pounds, for and during all the said term of, &c. well and truly to be paid in form aforesaid, at the ensealing and delivery of these presents, and in part thereof did pay and deliver to the said *I.I.* one silver Groat of lawful English money, which the same *I.* hath received accordingly, and folded the same about the label of that part of these presents, which is sealed with the sign of the said *I.H.*

A Special Plea upon the Statute made the 13 *Carol.* 2. against Gaming.

ET *predict.* E.S. & H.M. *dict. quod pred.* W.S. *actionem non, quia dicit quod ante tempus sigilat. & deliberat. Billæ Obligatoriæ pred. scil.* 17 *die* Maii, *Anno Regni dict. Dom. Regis nunc* 16 *in Parliamento ejusdem Dom. Regis nunc inchoat. & tent. apud* Westm. 8. *die* Maii, *Anno Regni sui* 13, *& abinde per diversas prorogat. & continuat. usq; predict.* 17 *diem* Maii, *Anno* 16 *supradict. prorogat. & continuat. ordinat. & inactitat fuit authoritate ejusdem Parliamenti (inter al.) quod si aliqua persona sive personæ alicujus gradus sive qualitatis cujuscunq; ad aliquod tempus sive aliqua tempora post vicesim. nonum diem* S. *qui tunc foret in Anno Dom.* 1664 *per fraudem Machinam Anglice* Shift, *dolum, Anglice* Cousenage; *circumvent. deception. vel illegalem inventum Anglice* Device; *sive malum Artificium Anglice* Practice, *quocunq; in ludendo ad vel cum pictis cartis, Anglice* Cards; *Alea, Anglice* Dice; *Tabulis lusoriis, Anglice vocat.* Tables; *Pilil udendo, Anglice vocat.* Tennis; *Globulis Anglice* Bowles; *Aciculis, Anglice vocat.* Kittles; *Mensa, Anglice vocat.* Shovelboard; *vel in vel per Gallipugnas, Anglice* Cockfightings; *Certamina Equorum, Anglice* Horseraces; *Certamen Canum, Anglice* Dogmatches; *sive pedicurs. Anglice* Footraces; *vel al. lusiones, Anglice* Pastimes; *ludum vel ludos quocunq; vel in vel per habend. parcellam, Anglice* bearing a share; *sive partem in pignoribus, Anglice* Stakes; *Depositis, Anglice* Wagers; *vel fortunis, Anglice* Adventures; *vel in vel per deponend. Anglice* Betting, *super partes Anglice* Sides, *vel manus talium qui luderent, agerent, Anglice* Act; *Equitarent sive currerent (ut in eodem Actum supradict. fuit) lucraret sive lucrarent. Anglice* should win; *obtineret sive obtinerent, vel acquireret sive acquirerent sibi, vel sibimet ipsis, sive alicui al. vel aliquibus aliis aliquam summam, vel aliquas summas pecuniæ, sive al. valid. rem, vel res quascunq; Anglice* valuable thing or things whatsoever. *Quod tunc quelibet persona vel personæ, sic ut presert. offenden. ipso facto forisfaceret vel forisfacerent, & amitteret sive amitterent triplic. summam vel valorem pecuniæ, vel al. rei vel rerum, sic lucrat. Anglice* won or gamed; *obtent. sive acquisit.*

Anglice

Anglice acquired; *unum medietatem inde, inde Dom. Regi. Heredib. & Successorib. suis, & al. medietatem inde personæ vel personis vexat. aut ei sive ei quod amitteret sive amitterent pecuniam, vel al. rem vel res sic lucrat. ita quod quelibet talis amissor. Anglice* Loser; *& persona vexat. in eadem parte, Anglice* in that behalf; *prosequerent. & sectarent pro eisdem infra sex Calendar. menses, Anglice* Calendar months, *prox. post talem lusum; Et in defect. talis prosecut. eandem talem medietat. tali personæ sive personis, quali prosequeret. sive prosequerent. sectaret sive sectarent pro eisdem infra unum Ann. prox. post predictos sex. menses expirat. Et quod pred. forisfac. sectarent. Anglice* sued for; *vel recuperent. per Actione deb. Billam querelam, sive informationem in aliquibus Cur. suæ Majestatis apud* Westmin. *in quibus null. Esson. protect. sive perfect. In lege, Anglice* Wager of Law; *allocaret & quod omnes & quelibet tale querens sive querentes, informator & informatores in omnibus tali fect. & prosecut. haberent & recuperarent ejus & eorum triplic. Custag. versus person. offendend. & forisfaciend. Et prefert. aliquibus lege Statut. consuetud. sive usuag. in contrarium in aliquomodo non obstant. Et ulterius authoritat. ejusdem Parliamenti inactitat. existit pro meliori evitat. & prevent. omnis excessivi & immoderati lusus, Anglice* play and gaming; *pro tempore iunc futurum, quod si aliqua persona vel personæ ad aliquod tempus vel tempora post predict. Vicesim. nonum diem* Septemb. *luderent ad aliquem sive aliquos predict. lusor. vel aliquas al. lusiones, Anglice* Pastimes; *ludum vel ludos quoscunq; al. quum pro & cum pecunia parat. Anglice* ready money; *vel deponeret vel deponerent Anglice* should bet *super partes, Anglice* sides; *vel manus talem qual. luderent adinde, Anglice* thereat; *& perderet sive perderent aliquam summam vel summas pecuniæ, aut al. rei vel res sic obluſat. Anglice* played for; *excedend. summam Centum libr. ad aliquod unum tempus sive convent. Anglice* meeting; *super fidem, Anglice* Ticket; *sive credentiam vel alit. & non solverent, Anglice* pay down; *eaſdem ad tempus quando ille vel illi eaſdem amitteret sive admitterent, pars sive partes quæ perderet sive perderent eaſdem pecuniam, sive al. rem vel res sic obluſus, Anglice* played for, *supra predictam summam Cent. libr. in to casu non obligarent. aut compellerent. solvere vel respondere, Anglice* make good *eaſdem; Sed Contractus, Anglice* the Contract, *& contract. Anglice* the Contracts; *proinde & pro qualibet parte inde, & omnia & singula Judicia Statut. Recogn. Mortgag. Conveyanc. Assuranc. Scripta Obligatoria Anglice* Bonds, *& Billæ Obligatoriæ, Anglice* Bills, *Specialit. Anglice* Specialties, *permission. Convention. Agreament. & al. Actus fact. Anglice* Deeds; *& securitat. quecunq; quæ obtinerent. sierent. darent. ac recognoscerent. vel intrarent. Anglice* entred into, *pro securitate sive satisfact. de vel per eisdem vel aliqua parte inde onus, essent vacua & nullius effect. prout per eundem Actum plenus liquet & apparet. Et idem* E. *& H. in fact. dicunt quod post edition. Actus predict. & predicto tempore confect. Billæ Obligatoriæ pred. scil. predict. Vicesimo nono die* Maii, *Anno* xix. *supradict. apud* Lond. *pred. in Parochia & warda pred. predict.* W. S. *luſit cum quodam* Edvardo Moore *Arm. ad & cum pictis Cartis, Anglice*

Anglice Cards; *ad quendam ludum vocat.* Picket; *pro denar. quodq; ipſe idem* Ed. Shiers *ad tempus illud & ad unum & eundem convent. Anglice* meeting, *ibidem periclitando, Anglice vocat.* by betting, *cum prefat.* W.S. *ſuper partem ſive manus pred.* E. M. *ad ludum pred. vocat.* Picket *perdidit, Anglice* did loſe *prefat.* W.S. *centum & decem libr. legalis monet. ſuper creden. Anglice* upon credit. *Et pro ſecuritat. ſolutionis* C.I. *parcell. pred.* C.I. *& decem libr. per ipſum* E. *ad uſum ſic ut preferitur ſuper credentia, Anglice* upon credit, *perdit. predict.* E.S. *& predict.* H.M. *ad requiſitionem ipſius* E.S. *& pro deb. ipſius* E. *Et ejus fide-juſſor. Anglice* his Surety *predict. tempore confection. Billæ Obligatoriæ predict. adtunc & ibid. devener. tent. & Obligat. prefat* W.S. *per Billam Obligatoriam pred. modo in Cur. hic prolat. Et ſic idem* E.S. *&* H.M. *dicunt quod Billa Obligatoria ill. vacua & nullius vigoris exiſtit indege, & hoc paret. ſunt verificare, &c.*

Replication. *Precludi non debet, Quia proteſtando quod idem* W.S. *non luſit cum pred.* E. Moor, *prout pred.* E.S. H.M. *ſuperius placitando allegaverunt pro placito idem* W.S. *dicit quod Billa Obligatoria pred. ſuper qua ipſe idem* W.S. *verſus eoſdem*

Traverſe. E.S. *&* H.M. *modo ſuperius narravit fac. fuit eidem* W. *per predict.* E.S. *&* H.M. *pro denar. per predict.* W.S. *eiſdem* E.S. *&* H.M. *preantea accommodat. Abſq; hoc quod pred.* E.S. *ad unum eundem conventum periclitando cum prefat.* W. Stephens *ſuper partem ſive manus predict.* E. Moor *ad pred. ludum vocat.* Picket, *ſeu ad aliquem alium ludum perdidit prefat.* W.S. Cxl. *vel aliquam denar. ultra ſummam cent. ſuper credentiam modo & forma prout* E.S. *&* H.M. *ſuperius inde placitando allegaverunt, &c.*

Rejoynder. *Et predict.* E.S. *&* H.M. *dicunt ut prius, quod pred.* E.S. *ad unum & eundem conventum periclitando cum prefat.* W.S. *ſuper partem ſive manus predict.* E. Moor *ad predict. ludum vocat.* Picket, *perdidit prefat.* W.S. Cxl. *ſuper credentiam modo & forma prout ipſ. idem* E.S. *&* H.M. *ſuperius inde placitando allegaverunt. Et de hoc pon. ſe ſuper patriam. Et pred* W.S. *inde ſilit. &c. Jo. &c.*

An Assignment of the Execution of a Statute after the Liberate *sued out, &c.*

THis *indenture*, &c. Between *T.H.* on the one party, and *E.C.* on the other party, Witnesseth, That whereas *J.W.* the 21 day of &c. by one Writing obligatory, bearing date the same day and time, knowledged and sealed before, &c. according to the Statute lately provided for the recovery of Debts; and did knowledg himself to owe, and bind himself to pay to the said *T.H.* the sum of 20 l. in the Feast, &c. Of payment of which twenty pounds, the said *I.* yet hitherto hath made clear default, and by reason thereof the said *T.H.* hath sued Execution upon the said Writing obligatory, and thereupon in due form of Law hath extended certain Houses, Buildings, Lands and Tenements in *O.* in the County of *O.* of the clear yearly value of, &c. whereof the said *I.* after the making and sealing of the said Writing obligatory, was seized in his Demesne as of a Fee: All which said Houses, &c. by vertue of his Highness's Writ of *Liberate* bearing *Test.* &c. were delivered in Execution for the said debt to the said *T.H.* on the two and twentieth day, &c. to hold to him and his Assigns as his Fee-hold, until the same debt with his costs and damages in that behalf sustained thereupon should be fully satisfied, as by the Writ of the said Extent, and the Writ of *Liberate* aforesaid, and by the return of the same Writs remaining of Record in the High Court of Chancery, more at large will appear. Now the said *T.H.* for a certain sum of money, &c. hath aliened, bargained, given and granted, and by these presents doth alien, &c. unto the said *E.C.* and his Assigns, all the Interest, Right, Estate, Title and Term whatsoever, which he the said *T.H.* hath or ought to have, in or to the said Houses, &c. mentioned in the said Writ of *Liberate*, with all and singular their Appurtenances (except only one parcel thereof extended at the yearly value of, &c. only, *viz.* The Tenement in *G.* aforesaid, now or late in the Tenure or Occupation) And the said *T.H.* for the consideration aforesaid, doth by these presents give, grant, alien, bargain and sell to the said *E.C.* as well all and singular writings, minuments and specialties concerning the said Term, Estate and Interest which the said *T.H.* hath in the Premisses, as also all the

sues, Rents and Profits, rising, growing, and coming of all the said Houses, Buildings, Lands and tenements mentioned in the said Writ of *Liberate* (except only before excepted) since the said twenty third day of, &c. until the time of the ensealing and delivery of these presents, To have and to hold all the said Houses, Buildings, Lands and Tenements, and all other the Premisses with their Appurtenances, and all the said Estate and Interest of the said *T.H.* of and in the same (except before excepted) to the said *E.C.* and his

Assigns,

Assigns, for and during all such Estate, Term and Interest as the said *T.* by force or vertue of the said Writs of Extent and *Liberate*, and Execution of the same, and returns thereof, or otherwise hath, or may or ought to have in the above-bargained Premisses now to come. And the said *T.* covenanteth, &c. That the said Houses, &c. (except before excepted) now at the ensealing, &c. stand and be, and from thenceforth shall remain, continue and abide unto the said *C.* &c. clearly and freely exonerated, discharged, &c. of, and from all and singular former bargains, sales, grants, leases, releases, charges, and other incumbrances whatsoever by the said *T.* heretofore made, done, or agreed unto, or by the same *T.* to be made or agreed unto at any time hereafter, contrary to the true meaning and intent of these presents. *In witness whereof*, &c.

An Assignment of a Recognizance.

THis *Indenture*, *&c.* between *I.L.* Yeoman of the one party, and *S.M.* of &c. on the other party, witnesseth, That whereas *E.D.* of *K.* in the County of *L.* Knight, by one writing or Recognizance bearing date the twenty fifth of, *&c.* taken and knowledged before one of the Ordinary Masters of his Highness's High Court of Chancery, became bound unto the said *I.L.* in the sum of, &c. lawful &c. for the payment of the sum of, &c. of like lawful money, on the thirtieth day of *A.* then next ensuing, as by the said Writing or Recognizance, and the Condition thereof, more plainly appeareth; which said sum of, &c. was not paid, nor any parcel thereof was paid to the said *I.L.* nor his Assigns, at, nor before the thirtieth day of *A.* nor at any time sithence; by means whereof the said Recognizance became, and now is, and standeth absolute without condition, and in full force and strength in the Law. Now the said *I.L.* for certain good causes and considerations him thereunto moving, hath assigned, made, ordained, and in his stead and place by these presents doth put and constitute the above named *S.M.* his true and lawful Attorney irrevocable, giving, and by these presents granting unto the said *S.M.* and his Assigns, full power and authority by vertue hereof, for him the said *I.L.* his Executors, Administrators and Assigns, and in his or their Name or Names, and to the proper use and behoof of the said *S.M.* to ask, levy, recover, receive, receive, take up, and demand all that the said sum of, &c. lawful, &c. mentioned and expressed in the said Recognizance, and every part and parcel thereof; and for non-payment thereof, or any parcel thereof, to sue execution upon the said Recognizance, and to obtain the moiety of the Lands, Tenements and Hereditaments which were of the said *E.D.* at the time of the knowledging of the said Recognizance, or at any time sithence; and also the said *E.*

his Heirs, Executors or Administrators for non-payment of the said sum, or part thereof, to take and cause to be arrested, and Pleas and Processes against him or them to commence, maintain and defend, and of whatsoever in this behoof recovered or received, acquittances or other discharges sufficient for, and in the name of the said *I.L.* his Executors or Administrators, to make, seal and deliver, Attorneys one or more under him to appoint, and at his leasure to revoke the same again, and all and every other thing and things needful and requisite in and about the Premisses, or any parcel thereof, for, and in the Name or Names of the said *I.L.* his Executors or Administrators, to do, make, execute and accomplish, as fully and effectually in any thing, as he the said *I.L.* his Executors or Administrators might or could do, if he or they were absolutely present; and also the said *I.L.* by these presents doth ratifie, confirm, approve, and allow all and whatsoever the said *S.M.* or his Assigns shall do, or cause to be done in, or about the Premisses, or any parcel thereof, in the Name of the said *I.L.* his Executors or Administrators by vertue of these presents. And the said *I.L.* for him, &c. covenanteth, &c. in manner and form following, *viz.* That he the said *I.L.* his Executors and Administrators, and every of them, shall and will from time to time, and at all times hereafter, at the reasonable request and costs and charges in the Law of the said *S.M.* his Executors, Administrators and Assigns, ratifie, advow, justifie and allow all and every such Action and Actions, Suit and Suits, plaints, Processes, Extents, Judgments and Executions, as at any time and times hereafter shall be brought, obtained, procured, commenced or gotten by the said *S.M.* his Executors, Administrators or Assigns, or any of them, in the Name or Names of the said *I.L.* his Executors or Administrators, or any of them, against the said *E.D.* his Heirs, Executors or Administrators, or any of them, or against his or their, or any of their Goods, Chattels, Lands, Tenements or Hereditaments, or any parcel thereof, for the levying or recovering of the said sum of, *&c.* in the said writing or recognizance beforementioned, or of any parcel thereof, without any Non-suit, Release, Retraxit, Disavowry, Discontinuance, or other wilful hinderance or delay of the same Actions, Suits, Extents, Judgments, Executions, or any of them, except it shall be by, and with the consent of the said *S.M.* his Executors or Assigns thereunto first, had and obtained in writing; and also, that he the said *I.L.* hath not at any time heretofore released nor discharged, nor his Executors nor Administrators shall or will at any time or times hereafter release or discharge the said writing or recognizance, or sum of two hundred pounds therein mentioned, nor any parcel thereof, unless it shall be by, and with the consent of the said *S.M.* his Executors, Administrators and Assigns thereunto first had and obtained in writing; and also that he the said *S.M.* his Executors and Assigns,

shall,

shall, or lawfully may peaceably and quietly have, perceive, receive, take, levy and enjoy to his and their own proper use for ever, the said sum of, &c. and the whole benefit, profit, commodity and advantage thereof (without any time or times hereafter which may or shall be obtained, recovered and gotten upon, or by reason of the said writing or recognizance; or upon, or by reason of any of the same Actions, Extents, Judgments and Executions to be had, brought or commenced upon the same) without any let, trouble or molestation of the said *I.* his Executors and Administrators, or Assigns, or any of them, or of any other person or persons by his or their means, and without any account or other thing to him or any of them to be therefore had, yielded or made whatsoever. And also the said *I. L.* covenanteth, &c. That he the said *I. L.* his Executors and Administrators, shall and will at all times hereafter, and from time to time, at reasonable request and costs and charges of the said *S.* his Executors and Assigns, do make, knowledge and execute, and suffer to be done, made, knowledged and executed all and every such further act and acts, thing and things, and devise and devises whatsoever, for the further, better, and perfecter assigning, conveying and assuring of the Premisses, and every part and parcel thereof to the said *G. M.* his Executors and Assigns, in form, and to the use aforesaid, as by the said *G. M.* his Executors or Assigns, or his or their Council Learned shall be reasonably demised, advised or required. *In witness whereof, &c.*

An

An Obligation of an Award with a ſpecial Condition.

NOverint univerſi per preſentes me T.B. *de Parochia* S. *Egidii in Campis in Com.* Midd. *Gener. teneri & firmiter obligari* H.S. *de Inter. Templ.* London, *Armiger. in Ducent. & Quadragint. Libris bone & legalis monete Angliæ, ſolvendi eidem* H.S. *aut ſuo certo Attornato, Executor. vel Adminiſtrator. ſuis. Ad quam quidem ſolutionem bene & fideliter faciend. Obligo me, Heredes, Executores & Adminiſtratores meos firmiter per preſentes. Sigillo meo ſigillat. Dat. Vicesimo ſecundo die* Martii, *Anno Regni Dom. noſtri* Caroli *Secundi, Dei gratia* Angliæ, Scotiæ, Franciæ & Hiberniæ, *Regis fidei Defenſor. &c. Vicesimo quinto, Annoq; Dom.* 1673.

THe Condition of this Obligation is ſuch, That if the above bounden *T.B.* his Heirs, Executors and Adminiſtrators, for his and their parts and behalfs do in all things well and truly ſtand to, obey, abide, perform, fulfil and keep the Award, Order, Arbitrament, final End and Determination of *K.F.* of the Pariſh of St. *Clement Danes* in the County of *Middleſex* Eſquire, and *R.E.* of *Grayes-Inn* in the County of *Middleſex* aforeſaid Gent. Arbitrators indifferently named, elected and choſen, as well on the part and behalf of the above bounden *T.B.* as of the above named *H.S.* to Arbitrate, Award, Order, Judge and Determine of and concerning all and all manner of Action and Actions, cauſe and cauſes of Actions, Suits, Bills, Bonds, Specialties, Judgments, Extents, Quarrels, Controverſies, Treſpaſſes, Damages and Demands whatſoever, At any time or times heretofore had, made, moved, brought, commenced, ſued, proſecuted, done, ſuffered, committed, or depending by or between the ſaid parties, or either of them, ſo as the ſaid Award be made, concluded, and agreed upon, and ſigned and ſealed by the Arbitrators aforeſaid, on or before the third day of *April* next enſuing the date of theſe preſents. But if the ſaid Arbitrators do not make ſuch their Award of and concerning the Premiſſes by the time aforeſaid, That then if the ſaid *T.B.* his Heirs, Executors and Adminiſtrators, for his and their parts and behalfs do in all things well and truly ſtand to, obey, abide, perform, fulfil and keep the Award, Order, Arbitrament, Umpirage, final End and Determination of *G.L.* of *Chelſey* in the County of *Midd.* aforeſaid, Eſquire, Elected and choſen Umpire by and between the ſaid parties of and concerning the Premiſſes; ſo as the ſaid Umpire do make his Award or Umpirage of and concerning the Premiſſes in writing under his hand and ſeal, and ſo to be by him publiſhed on or before the fourth day of *May* enſuing next: Then this Obligation to be void, or elſe to remain in full force, ſtrength and vertue.

Sealed and Delivered in the preſence of

An

An Obligation from two to one.

NOverint universi per presentes nos. T. B. de Rockingham in Com. Kanciæ, & B.E. de Croyden in Com. Surrey Milit. & Baronet. teneri & firmiter Obligari W.G. de Aylesbury in Com. Bucks Armig. in Mille & Ducentis Libris bonæ & legalis monetæ Angliæ, solvend. eidem W.G. aut suo certo Attornat. Execut. vel Administrat. suis. Ad quam quidem solutionem bene & fideliter faciend. Obligamus nos & utrumq; nostr. per se pro toto & in solid. Hered. Execut. & Administrat. nostr. firmiter per presentes. Sigillis nostr. sigillat. Dat. Vicesimo nono die Novembris, Anno Regni Dom. nostr. Caroli Secundi, Dei grat. Angliæ, Scotiæ, Franciæ & Hiberniæ, Regis, fidei Defensor. &c. Vicesimo quinto, Annoq; Dom. 1673.

An Obligation from three to three.

NOverint universi per presentes nos F.G. de H. in Com. L. Generosum C.D. de N. in Com. pred. Generosum, & T.W. de W. in Com. pred. Generosum, teneri & firmiter obligari H.R. de I. in Com. E. Yeoman, M.F. de C. in Com. pred. Yeoman, & G.P. de A. in Com. H. Yeoman, in Ducentis Libris bonæ & legalis monetæ Angliæ, solvend. eisdem F.G. C.D. & T.W. vel alicui eorum, aut suo certo Attornat. Executor. Administrator. vel Assignat. suis. Ad quam quidem solutionem bene & fideliter faciend. Obligamus nos & quemlibet nostrum per se pro toto & in solido, Heredes, Executores & Administratores nostros, & cujuslibet nostrum, firmiter per presentes. Sigillis nostris sigillat. Dat. Primo die Aprilis, Anno Regni Dom. nostri Caroli Secundi, Dei grat. Angliæ, Scotiæ, Franciæ & Hiberniæ, Regis, fidei Defensor. &c. Vicesimo quinto, Annoq; Dom. 1673.

An

An Exact Table, shewing how many years Purchase a Lease or Annuity, to endure for a term of years under 33, is worth presently at Interest upon Interest, at six in the hundred; and shewing plainly how to discount any Lease in being, and the true value of the Reversion after any number of years.

Years of a Lease	Years	Months	Dec. parts
1	0	1	0
2	1	9	9
3	2	8	1
4	3	7	2
5	4	2	5
6	4	11	0
7	5	7	0
8	6	2	5
9	6	9	6
10	7	4	3
11	7	10	7
12	8	4	6
13	8	10	3
14	9	3	6
15	9	8	5
16	10	1	3
17	10	5	8
18	10	9	9
19	11	1	3
20	11	5	7
21	11	9	9
22	12	0	5
23	12	3	6
24	12	6	6
25	12	9	4
26	13	0	0
27	13	2	5
28	13		1
29	13	7	9
30	13	9	2
31	13	11	
32	14	1	0
33	14	3	0

The Use and Explanation of the TABLE.

The first Column towards the left hand, sheweth the years of a Lease or Annuity, and right against each year, is the Years, Months, and Decimal parts of a Months Purchase, that such a Lease or Annuity is worth.

Example.

Suppose a Lease or Annuity to continue ten years, and you would know how many years Purchase it is worth in present money; look into the Table for ten years of a Lease to the left hand, and against the same, you shall find 7. 4. 3. which sheweth such a Lease to be worth 7 years, 4 months, and 3 tenth parts of a months Purchase.

Again,

Again, are you to take or buy the Reverſion of any Leaſe or Annuity?

WOrk thus: Suppoſe the Leaſe to be 30 years in all, you find in the ſecond Table, and right hand againſt it, 13 Years, 9 Months, and a tenth part of a Months Purchaſe; this it were worth, were it in preſent Poſſeſſion: but ſuppoſe there be a Leaſe of five years (more or leſs) before yours commence, look in the Table againſt the 5 years, and there you find 4 years, 2 months, and 5 tenth parts, half a months Purchaſe; take this out of the ſum againſt thirty, which is 13. 9. 2. 4. 2. 5. the remainder is 9 years, 6 months, 7 tenth parts of a month; and ſo much is the Reverſion after 5 years, worth the Remainder of 30 years: this is uſeful, and very eaſie.

The four Terms, with their Returns.

Hillary Term beginneth Jan. 23. *and endeth* Feb. *the* 12.

In 8 days of St. *Hillary*, *Jan.* 20. } *Jan.* 21. *Jan.* 22. *Jan.* 23.

From the day of St. *Hillary* in 15 days, *Jan.* 27. } *Jan.* 27. *Jan.* 28, *Jan.* 29, 30.

In the Morrow of the Purification of the bleſſed Virgin *Mary*, *Febr.* 3. } *Febr.* 4. *Febr.* 5. *Febr.* 6.

In 8 days of the Purification of the bleſſed Virgin *Mary*, *Febr.* 10. } *Febr.* 10. *Febr.* 11. *Febr.* 12.

Eaſter-*Term begins* 17 *days after* Eaſter, *and Ends and Returns.*

From the day of *Eaſter* in 15 days.
From the day of *Eaſter* in three weeks.
From the day of *Eaſter* in one Month.
From the day of *Eaſter* in three Weeks.

Trinity,

Trinity *Term begins the* Friday *Seven-night after* Whitsunday.

ON the Morrow of the *Holy Trinity.*
In eight days of the *Holy Trinity.*
From the day of the *Holy Trinity* in fifteen days.
From the day of the *Holy Trinity* in three Weeks.

Michaelmas-*Term begins the* 23 *of* October, *and endeth the* 28 *of* November.

1. FRom the day of St. *Michael* in three Weeks, *October* 20. } *October* 21, 22, 23.

2. From the day of St. *Michael* in one Month, *October* 27. } *October* 28, 29, 30.

3. On the Morrow of *All-Souls*, *November* 3. } *November* 4, 5, 6.

4. On the Morrow of St. *Martin*, *November* 12. } *November* 13, 14, 15.

5. In the days of St. *Martin*, *November* 18. } *November* 19, 20, 21.

6. From the day of St. *Martin*, in the 15 days, *Novemb.* } *November* 26, 27, 28.

A plain and easie Table shewing the true Interest due upon any sum of Money, from 5 s. to an 100 li. for a year, or under, after the Rate of 6 li. in the hundred.

		1 Mo.	3 Mo.	6 Mo.	9 Mo.	Year.
		sh.p.q.	sh.p.q.	sh.p.q.	sh.p.q.	sh.p.q.
Shill.	5	0 0 1	0 0 3	0 1 3	0 2 2	0 3 2
	10	0 0 2	0 1 3	0 3 2	0 5 2	0 7 1
	15	0 0 3	0 2 2	0 5 1	0 8 0	0 10 2
Pounds.	1	0 1 0	0 3 2	0 7 0	0 11 2	1 2 1
	2	0 2 1	0 7 0	1 2 1	1 9 1	2 4 2
	3	0 3 2	0 10 2	2 9 1	2 7 3	3 6 3
	4	0 4 3	1 2 1	3 4 2	3 6 3	4 9 0
	5	0 5 0	1 6 0	3 0 0	4 6 0	6 0 0
	6	0 7 0	1 9 2	3 7 0	5 4 2	7 2 1
	7	0 8 1	2 1 0	4 2 1	6 2 1	8 4 3
	8	0 9 2	2 4 2	4 9 1	7 1 3	8 6 3
	9	0 10 3	2 8 1	5 4 2	8 0 3	0 9 0
Tens of Pounds.	10	0 1 1	0 3 0	0 6 0	0 9 0	0 12 0
	20	0 2 0	0 6 0	0 12 0	0 18 0	1 4 0
	30	0 3 0	0 9 0	0 18 0	1 7 0	1 16 0
	40	0 4 0	0 12 0	1 4 0	1 16 0	2 8 0
	50	0 5 0	0 15 0	1 10 0	2 5 0	3 0 0
	60	0 6 0	0 18 0	1 16 0	2 14 0	3 12 0
	70	0 7 0	1 1 0	2 2 0	3 3 0	4 4 0
	80	0 8 0	1 4 0	2 8 0	3 12 0	4 16 0
	90	0 9 0	1 7 0	2 14 0	4 1 0	5 8 0
	100	0 10 0	1 10 0	3 0 0	4 10 0	6 0 0

Here

Here followeth the Names of Men, *and* Women, *with their* Trades *and* Titles : *As alſo the Dayes of the Month ; together with the ſeveral Sums of Money in* Latin, *in their proper Caſes, as they ſtand in the* Obligation *or* Recognisance.

Conuſor.	Obligor.	*Obligæ.*	Conuſæ.
A	*A*	A	*A*
A Ron Aaron	A *Aron*	A Aronem	A *Aroni*
Abel, *ſee* Habel	*Abel*	Abelem	*Abeli*
Abiah	*Abias*	Abiam *vel* Abian	*Abiæ*
Ablam	*Abiam*	Abiam	*Abiam*
Abiather	*Abiather*	Ablether	*Abiether*
Abiel	*Abiel*	Abiel	*Abiel*
Abiezer	*Abiezer*	Abiezer	*Abiezer*
Abihu	*Abihu*	Abihu	*Abihu*
Abijah	*Abijah*	Abijah	*Abijah*
Abimelech	*Abimelech*	Abimelech	*Abimelech*
Abinadab	*Abinadab*	Abinadab	*Abinadab*
Abinoam	*Abinoas*	Abinoam	*Abinoæ*
Abner	*Abner*	Abnerem	*Abneri*
Abraham	*Abrahamus*	Abrahamum	*Abrahamo*
Abſalom	*Abſalon*	Abſalonem	*Abſaloni*
Adam	*Adamus*	Adamum	*Adamo*
Adelard, *ſeu* Ethelard	*Athelardus*		
Adolph, *ſee* Eudolph	*Eudolphus*		
Adoniah	*Adonia*	Adoniam	*Adoniæ*
Adrian *ſee* Hadrian	*Adrianus*	Adrianum	*Adreano*
Ælfred	*Ælfredus*	Aelfredum	*Ælfredo*
Æneas	*Æneas*	Æneam *vel* Æneam	*Æneæ*
Agabus	*Agabus*	Agabum	*Agabo*
Agrippa	*Agrippa*	Agrippam	*Agrippæ*

Conusor.	Obligor.	Obliga.	Conusæ
Ahab	*Ahab*	Ahab	*Ahab*
Ahaz	*Ahaz*	Ahaz	*Ahaz*
Ahaziah	*Ahazias*	Ahaziam *vel* Ahazian	*Ahaziæ*
Ahiah	*Ahias*	Ahian *vel* Ahiam	*Ahiæ*
Alan	*Alanus*	Alanum	*Alano*
Alban	*Albanus*	Albanum	*Albano*
Alberic, *see* Averie	*Albericus*	Albericum	*Alberico*
Albert	*Albertus*	Albertum	*Alberto*
Aldred	*Aldredus*	Aldredum	*Aldredo*
Aleward, *see* Ethelward	*Ethelwardus*		
Alexander	*Alexander*	Alexandrum	*Alexandro*
Algernon	*Algernon*	Algernon	*Algernon*
Alphonſe	*Alphonſus*	Alphonſum	*Alphonſo*
Alvin	*Alvinus*	Alvinum	*Alvino*
Ambroſe	*Ambroſius*	Ambroſium	*Ambroſio*
Amerie	*Americus*	Americum	*Americo*
Amias	*Amadeus*	Amadeum	*Amadeo*
Aminadab	*Aminadab*	Aminadab	*Aminadab*
Amnon	*Amnon*	Amnon	*Amnon*
Amos	*Amos*	Amos	*Amos*
Amon	*Amon*	Amonem	*Amoni*
Ananiah	*Ananias*	Ananiam	*Ananiæ*
Ananias	*Ananias*	Ananiam *vel* Ananian	*Ananiæ*
Anarand	*Honoratus*	Honoratum	*Honorato*
Andrew	*Andreas*	Andream	*Andreæ*
Angel	*Angelus*	Angelum	*Angelo*
Anſelme	*Anſelmus*	Anſelmum	*Anſelmo*
Anthony	*Antonius*	Antonium	*Antonio*
Antiochus	*Antiochus*	Antiochum	*Antiocho*
Apelles	*Apelles*	Apellem	*Apelli*
Apollo	*Apollo*	Apollonem	*Apolloni*
Apolinius	*Apolinius*	Apolonium	*Apolonio*
Aquilla	*Aquilla*	Aquillam	*Aquillæ*
Archelaus	*Archelaus*	Archelaum	*Archelao*
Archibald	*Archibaldus*	Archibaldum	*Archibaldo*
Aretas	*Aretas*	Aream *vel* Aretan	*Aretæ*
Arfaſt	*Arfaſtus*	Arfaſtum	*Arfaſto*
Arias	*Arias*	Ariam *vel* Arian	*Ariæ*
Ariſtarchus	*Ariſtarchus*	Ariſtarchum	*Ariſtarcho*

Arnold

Conſor.	Obligor.	*Obligæ.*	Conuſæ.
Arnold	*Arnoldus*	Arnoldum	*Arnoldo*
Arthur	*Arthurus*	Arthurum	*Arthuro*
Averie	*Albericus*	Albericum	*Alberico*
Auguſtine	*Auguſtinus*	Auguſtinum	*Auguſtino*
Auguſtus	*Auguſtus*	Auguſtum	*Auguſto*
Azariah	*Azarias*	Azarian *vel* Azariam	*Azariæ*
Azariel	*Azariel*	Azariel	*Azariel*
B	B	B	B
BAldwin Balthazar *for* Belſhazzar	B*Aldwinus* *Belſhazzar*	BAldwinum Belſhazzarem	B*Aldwino* *Belſhazzari*
Bamfield	*Bamfieldus*	Bamfieldum	*Bamfieldo*
Baptiſt	*Baptiſta*	Baptiſtam	*Baptiſtæ*
Bardulph	*Bardulphus*	Bardulphum	*Bardulpho*
Barnaby *for* Barnabas	*Barnabas*	Barnabam	*Barnabæ*
Bartholomew	*Bartholomeus*	Bartholomeum	*Bartholomeo*
Baruch	*Baruchus*	Baruchum	*Barucho*
Barnaby	*Barnabius*	Barnabium	*Barnabio*
Barnham	*Barnham*	Barnham	*Barnham*
Baſil	*Baſilius*	Baſilium	*Baſilio*
Beauchamp	*Beauchampus*	Beauchampum	*Beauchampo*
Bede	*Beda*	Bedam	*Bedæ*
Benet	*Benedictus*	Benedictum	*Benedicto*
Benjamin	*Benjaminus*	Benjaminum	*Benjamino*
Bernard	*Bernardus*	Bernardum	*Bernardo*
Bertram	*Bertramus*	Bertranum	*Bertrano*
Bevil	*Bevil*	Bevil	*Bevil*
Bevis	*Bevis*	Bevis	*Bevis*
Bevis	*Bogo* vel *Bellone-ſus*	Bogonem *vel* Belloneſum	*Bogoni* vel *Belloneſo*
Bonham	*Bonhamus*	Bonhamum	*Bonhamo*
Bonaventure	*Bonaventura*	Bonaventuram	*Bonaventuræ*
Bonface	*Bonifacius*	Bonifacium	*Bonifacio*
Botolph	*Botolphus*	Botolphum	*Botolpho*
Blaſe	*Blaſius*	Blaſium	*Blaſio*
Brian	*Brianus*	Brianum	*Briano*
Bullen	*Bullen*	Bullen	*Bullen*
Butts	*Buttus*	Buttum	*Butto*

Conuſor.	Obligor.	*Obligæ.*	Conuſæ.
C	C	C	C
CAdwallader	CAdwallade-rus	CAdwallade-rum	CAdwalladero
Cæſar	Cæſar	Cæſarem	Cæſari
Caius	Caius	Caium	Caio
Caleb	Caleb	Calebem	Calebi
Caliſthenes	Caliſthenes	Caliſthenem	Caliſtheni
Capel	Capellas	Capellum	Capello
Cephas	Cephas	Cepham	Cephæ
Charles	Carolus	Carolum	Carolo
Chriſtopher	Chriſtopherum	Chriſtopherum	Chriſtophero
Chryſoſtome	Chryſoſtomus	Chryſono-mum	Chryſoſtomo
Cirenius	Cyrenius	Cirenium	Cirenio
Cyrill	Cyrillus	Cyrillum	Cyrillo
Claudius	Claudius	Claudium	Claudio
Clement	Clemens	Clementem	Clementi
Collen	Collenus	Collenum	Colleno
Conrade	Conradus	Conradum	Conrado
Conſtantine	Conſtantinus	Conſtantinum	Conſtantino
Cornelius	Cornelius	Cornelium	Cornelio
Creſcens	Creſcens	Creſcentem	Creſcenti
Criſpus	Criſpus	Criſpum	Criſpo
Cuſtans, *ſee* Conſtantine			
Cuthbert	Cuthbertus	Cuthbertum	Cuthberto
Cyprian	Cyprianus	Cyprianum	Cypriano
D	D	D	D
DAniel Dannet	DAniel Dannettus	DAnielem Dannettum	DAnieli Dannetto
Darius	Darius	Darium	Dario
David	David	Davidem	Davidi
Demophoon	Demophoon	Demophoontem	Demophoonti
Demetrius	Demetrius	Demetrium	Demetrio
Denis	Dionyſius	Dionyſium	Dionyſio
Denzell	Denzillus	Denzillum	Denzillo
Deodat	Deodatus	Deodatum	Deodato
Deric, *ſee* Theodoric	Theodoricus		
Dru	Drugo	Drugonem	Drugoni

Dud

Conusor.	Obligor.	Obligæ.	Conusæ
Dudley	*Dudleius*	Dudleium	*Dudleio*
Duncan	*Duncanus*	Duncanum	*Duncano*
Dunstan	*Dunstanus*	Dunstanum	*Dunstano*
Dutton	*Dutton*	Dutton	*Dutton*

E E E E

E Adgar *for* Eadiger	E *Adgarus*	E Adgarum	E *Adgaro*
Eadulph	*Eadulphus*	Eadulphum	*Eadulpho*
Eadwin	*Eadwinus*	Edwinum	*Edwino*
Ealdred	*Ealdredus*	Eldredum	*Eldredo*
Ealred	*Ealredus*	Elredum	*Elredo*
Edmund	*Edmundus*	Edmundum	*Edmundo*
Edward	*Edvardus vel Edwardus*	Edvardum Edwardum	*Edvardo Edwardo*
Egbert *or* Ecbert	*Egbertus*	Egbertum	*Egberto*
Eleazer	*Eleazer*	Eleazarem	*Eleazari*
Elisha	*Elisha*	Elisham	*Elisha*
Elias *or* Eliah	*Elias*	Eliam	*Elia*
Ellis	*Elizeus*	Elizeum	*Elizeo*
Elmer	*Elmerus*	Elmerum	*Elmero*
Elnathan	*Elnathanus*	Elnathanum	*Elnathano*
Ely	*Elius*	Elium	*Elio*
Emerie, *see* Amerie			
Emanuel	*Emanuel*	Emanuelem	*Emanueli*
Emon	*Emon*	Emonem	*Emoni*
Engelbert	*Engelbertus*	Engelbertum	*Engelberto*
Ephraim	*Ephraim*	Ephraiimum	*Ephraiimo*
Erasmus	*Erasmus*	Erasmum	*Erasmo*
Erchenbald	*Erchenbaldus*	Erchenbaldum	*Erchenbaldo*
Ernest	*Ernestus*	Ernestum	*Ernesto*
Esay *for* Isaiah	*Isaias*	Isaiam	*Isaie*
Ethelbald	*Ethelbaldus*	Ethelbaldum	*Ethelbaldo*
Ethelbert	*Ethelbertus*	Ethelbertum	*Ethelberto*
Ethelard	*Ethelardus*	Ethelardum	*Ethelardo*
Ethelred	*Ethelredus*	Ethelredum	*Ethelredo*
Ethelstan	*Ethelstanus*	Ethelstanum	*Ethelstano*
Ethelward	*Ethelwardus*	Ethelwardum	*Ethelwardo*
Ethelwold	*Ethelwoldus*	Ethelwoldum	*Ethelwoldo*
Ethelwolph	*Ethelwolphus*	Ethelwolphum	*Ethelwolpho*
Evan	*Evanus*	Evanum	*Evano*
Eubulus, *see* Euball Ybel	*Euballus*	Euballum	*Euballo*

Conusor.	Obligor.	Obligæ.	Conusz.
Everard	*Everardus*	Everardum	*Everardus*
Euſebius	*Euſebius*	Euſebium	*Euſebio*
Euſtace	*Euſachius*	Euſtachium	*Euſtachio*
Eutropius	*Eutropius*	Eutropium	*Eutropio*
Ezechia	*Ezechias*	Ezekiam	*Ezekiæ*
Ezechiel	*Ezechiel*	Ezekielem	*Ezekieli*

F F F F

FAbian	*Fabianus*	Fabianum	*Fabiano*
Felix	*Felix*	Felicem	*Felici*
Ferdinando	*Ferdinandus*	Ferdinandum	*Ferdinando*
Feſtus	*Feſtus*	Feſtum	*Feſto*
Fieg	*Fiegus*	Fiegum	*Fiego*
Florence	*Florentius*	Florentium	*Florentio*
Forrunatus	*Fortunatus*	Fortunatum	*Fortunato*
Fowler	*Fowlerus*	Fowlerum	*Fowlero*
Francis	*Franciſcus*	Franciſcum	*Franciſco*
Frederic	*Fredericus*	Fredericum	*Frederico*
Fremund	*Fremundus*	Fremundum	*Fremundo*
Fulbert	*Fulbertus*	Fulbertum	*Fulberto*
Fulcher	*Fulcherus*	Fulcherum	*Fulchero*
Fulke *or* Foulke	*Fulco*	Fulconem	*Fulconi*

G G G G

GAbriel	*Gabriel*	Gabriel	*Gabrieli*
Gaius	*Gaius*	Gaium	*Gaio*
Gamaliel	*Gamaliel*	Gamalielem	*Gamalieli*
Gerrat, *ſee* Gerard			
Gawin *for* Walwyn	*Gawinus*	Gawinum	*Gawino*
Gedaliah	*Gedalias*	Gedaliam, Gedalian	*Gedaliæ*
Geffrey	*Galfridus*	Galfridum	*Galfrido*
George	*Georgius*	Georgium	*Georgio*
Gerald *for* Gerard	*Geraldus*	Garaldum	*Geraldo*
Gerard	*Gerardus*		
German	*Germanus*	Germanum	*Germano*
Gervas *for* Gerfaſt	*Gervaſius*	Gervaſium	*Gervaſio*
Gideon	*Walgamus*	Walgamum	*Walgamo*

Gifford

Conusor.	Obligor.	Obligæ.	Conusæ.
Gifford	*Giffardus*	Giffordum	*Giffordo*
Gilbert	*Gilbertus*	Gilbertum	*Gilberto*
Giles	*Egidius*	Egidium	*Egidio*
Godard	*Godardus*	Godardum	*Godardo*
Godfrey	*Godfridus*	Godfridum	*Godfrido*
Godrich	*Godricus*	Codricum	*Godrico*
Godwyn	*Godwynus*	Godwinum	*Godwino*
Gravely	*Gravelius*	Gravelium	*Gravelio*
Gregory	*Gregorius*	Gregorium	*Gregorio*
Grey	*Gregus*	Gregum	*Grego*
Griffith	*Griffithius*	Griffithium	*Griffithio*
Grimbald *for* Grimoald	*Grimoaldus*	Grimoaldum	*Grimoaldo*
Gruffin	*Gruffinus*	Gruffinum	*Gruffino*
Guy	*Guido*	Guidonem	*Guidonẽ*
Guiſchard, *ſee* Wiſchard			

H H H H

HAbel	IDem cum Abel		
Hadrian	*Idem cum Adrian*		
Hannibal	*Hannibal*	Hannibalem	*Hannibali*
Harbottel	*Harbotellus*	Harbottellum	*Harbottello*
Hardolph	*Hardolphus*	Hardolphum	*Hardolpho*
Harble	*Harblus*	Harblum	*Harblo*
Harold	*Haroldus*	Haroldum	*Haroldo*
Harman	*Hermanus* vel *Arminus*	Hermanum	*Hermano*
Hawton	*Hauton*	Hauton	*Hauton*
Hector	*Hector*	Hectorem	*Hectori*
Helias	*Heliæ*	Heliam *vel* Heli- (an	*Heliæ*
Heman	*Hemanus*	Hemanum	*Hemano*
Henoch	*Henos*	Henos	*Henos*
Hengiſt	*Hengiſtus*	Hengiſtum	*Hengiſto*
Henry	*Henricus*	Henricum	*Henrico*
Herbert	*Herbertus*	Herbertum	*Herberto*
Hercules	*Hercules*	Herculem	*Herculi*
Herwin	*Herwinus*	Herwinum	*Herwino*
Hermes	*Hermes*	Hermem	*Hermi*
Hierome	*Hieronimus*	Hieronimum	*Hieronimo*
Hilarie	*Hillarius*	Hillarium	*Hillario*
Hildebert	*Hildebertus*	Hildebertum	*Hildeberto*
Homer	*Homerus*	Homerum	*Homero*

Conusor.	Obligor.	*Obligę.*	Conusæ.
Horace	*Horatius*	Horatium	*Horatio*
Hosea	*Hosea*	Hoseam	*Hoseæ*
Howell	*Hoelius* vel *Howelius*	Hoelium	*Hoelio*
Hubert	*Hubertis*	Hubertum	*Huberto*
Hugh	*Hugo*	Hugonem	*Hugoni*
Humphrey	*Humphridus*	Humphridum	*Humphrido*

J J J J

JAcob	*Jacob*	JAcob	*Jacob*
James	*Jacobus*	Jacobum	*Jacobo*
Jason	*Jason*	Jasonem	*Jasoni*
Jasper	*Gasparus*	Gasparum	*Gasparo*
Jaconias	*Jeconias*	Jaconiam Jaconian	*Jeconiæ*
Jeffery	*Galfridus*	Galfridum	*Galfrido*
Jenico	*Jenico*	Jenico	*Jenico*
Jenkin	*Jenkinus*	Jenkinum	*Jenkino*
Jeremie *for* Jeremiah	*Jeremias*	Jeremiah	*Jeremiæ*
Jerome, *see* Hierome			
Ignatius	*Ignatius*	Ignatium	*Ignatio*
Inglebert, *see* Englebert.			
Jhones	*Jhones*	Jhonem	*Jhoni*
Ingram	*Engelramus*	Engelramum	*Engelramo*
Joab	*Joab*	Joabum	*Joabo*
Joachin	*Joachin*	Joachimum	*Joachimo*
Joel	*Joel*	Joelem	*Joeli*
Job	*Job*	Jobum	*Jobo*
John	*Johannes*	Johannem	*Johanni*
Jonas *or* Jonah	*Jonus*	Jonam	*Jonæ*
Jonathan	*Jonathan*	Jonathanem	*Jonathani*
Joscelin	*Joscelinus* *Justulus* vel *Judocus*	Joscelinum	*Joscelino*
Josias *or* Josiah	*Josias*	Josiam	*Josiæ*
Joseph	*Josephus*	Josephum	*Josepho*
Josuah	*Josuab*	Josuam	*Josuæ*
Isaac	*Isaachus*	Isaachum	*Isaaco*
Israel	*Israel*	Israelem	*Israeli*
Juda	*Judas*	Judam *vel* Judan	*Judæ*

Jude

Conuſor.	Obligor.	*Obligæ.*	*Conuſæ.*
Jude	*Juda*	Judam	*Judæ*
Julius	*Julius*	Julium	*Julio*
Ivon *ſee* Evan			

K K K K

KEllam Kenhelme	*Elhamus Kenhelmus*	KElhamum Kenhelmum	*Elhamo Kenhelmo*
Kenard	*Kenardus*	Kenardum	*Kenardo*

L L L L

LAmbert Lancelot	*Ambertus Lancelottus*	LAmbertum Lancelotum	*Amberto Lancelotto*
Laurence	*Laurentius*	Laurentium	*Laurento*
Lazarus	*Lazarus*	Lazarum	*Lazaro*
Legar *for* Leodegar	*Leodegarus*	Leodegarum	*Leodegaro*
Leonel	*Leonellus*	Leonellum	*Leonello*
Leopold	*Leopoldus*	Leopoldum	*Leopoldo*
Leodpold, *ſee* Leopold			
Leoſtan	*Leoſtanus*	Leoſtanum	*Leoſtano*
Leofwin	*Leofwinus*	Leofwinum	*Leefwino*
Leonard	*Leonardus*	Leonardum	*Leonardo*
Lewis	*Ludovicus*	Ludovicum	*Ludovico*
Leolin	*Leolinus*	Leolinum	*Leolino*
Lewellin	*Lionellus*	Lionellum	*Lionello*
Livin	*Livinus*	Livinum	*Livino*
Lodowick	*Lodovicus*	Lodovicum	*Lodovico*
Lomeley	*Lomleius*	Lomleium	*Lomleio*
Luke	*Lucas*	Lucam	*Lucæ*

M M M M

MAdock Malachie	*Adocus Malachias*	MAdocum Malachiam	*Adoco Malachiæ*
Mallet *for* Marcellus			
Manaſſeth	*Manaſſeh*	Manaſſeh	*Manaſſeh*
Manaſſes	*Manaſſes*	Manaſſem	*Manaſſi*
Marcellus	*Marcellus*	Marcellum	*Marcello*
Mark	*Marcus*	Marcum	*Marco*

Marma-

Conusor.	Obligor.	*Obligæ.*	Conusæ.
Marmaduke	*Marmaducus*	Marmaducum	*Marmaduco*
Martel *for* Marcellus			
Martin	*Martinus*	Martinum	*Martino*
Marvin	*Marvinus*	Marvinum	*Marvino*
Matthew	*Matthæus*	Matthæum	*Matthæo*
Matthias	*Matthias*	Matthiam	*Matthiæ*
Maugre	*Malgerius*	Malgerium	*Malgerio*
Maurice	*Mauritius*	Mauritium	*Mauritio*
Maximilian	*Maximilianus*	Maximilianum	*Maximiliano*
Maximus	*Maximus*	Maximum	*Maximo*
Melchisedeck	*Melchisedeck*	Melchisedeck	*Melchisedeco*
Merven	*Mervenus*	Mervenum	*Merveno*
Mercury	*Mercuricus*	Mercurium	*Mercurio*
Meredith	*Mereducius*	Mereducium	*Mereducio*
Merick	*Mericus*	Mericum	*Merico*
Michael	*Michael*	Michaelem	*Michaeli*
Miles	*Milo*	Milonem	*Miloni*
Mildmay	*Mildmaius*	Mildmaium	*Mildmaio*
Morrogh	*Morrhogus*	Morroghum	*Morrhogo*
Morgan	*Morganus*	Morganum	*Morgano*
Moses	*Moses*	Mosem	*Mosi*
Mountague	*Mountague*	Mountague	*Mountague*
Montjoy	*Mountjoy*	Mountjoy	*Mountjoy*

N	*N*	N	*N*
NAthan Nathaniel	*Nathan Nathaniel*	NAthanem Nathanielem	*Nathan Nathanielem*
Ne	*Nigellus*	Nigellum	*Nigello*
Nehemiah	*Nehemiah*	Nehemiam *vel* Nehemian	*Nehemiæ*
Nichanor	*Nichanor*	Nichanor	*Nichanor*
Nichodemus	*Nichodemus*	Nichodemum	*Nichodemo*
Nicholas	*Nicholaus*	Nicholaum	*Nicholao*
Nigel, *see* Neal			
Noah	*Noah*	Noah	*Noah*
Noel	*Noelius*	Noelium	*Noelio*
Norman	*Normanus*	Normanum	*Normano*

Oba-

Conuſor.	Obligor.	*Obligæ.*	Conuſæ.
O	*O*	O	*O*
OBadiah	*OBadia*	OBadiam	*OBadiæ*
Obed	*Obed*	Obed	*Obed*
Odan, *ſee* Otho			
Oliver	*Oliverus*	Oliverum	*Olivero*
Olympas	*Olympas*	Olympam *vel* Olympan	*Olympæ*
Oneſiphorus	*Oneſiphorus*	Oneſiphorum	*Oneſphoro*
Origen	*Origines*	Originem	*Origeni*
Osbern	*Osbernus*	Osbernum	*Osberno*
Osbert	*Osbertus*	Osbertum	*Osberto*
Oſea, *ſee* Hoſea	*Oſea*		
Oſmund	*Oſmundus*	Oſmundum	*Oſmundo*
Oſwold	*Oſwoldus*	Oſwoldum	*Oſwoldo*
Othes, *ſee* Otho			
Otho	*Otho*	Othonem	*Othoni*
Ottey & Otwel *from* Otho			
Owen	*Ogdoenus* vel *Audoenus*	Ogdœnum	*Ogdœno*
P	*P*	P	*P*
PArmenas	*PArmenas*	PArmenam *vel* Parmenan	*PArmenæ*
Paſchal	*Paſchalis*	Paſchalem	*Paſchali*
Patrick	*Patricius*	Patricium	*Patricio*
Patrebas	*Patrebas*	Patrebam *vel* Patreban	*Patrebæ*
Patroclus	*Patroclus*	Patroclum	*Patroclo*
Paulet	*Pauletus*	Pauletum	*Pauleto*
Paul	*Paulus*	Paulum	*Paulo*
Paulin	*Paulinus*	Paulinum	*Paulino*
Percival	*Percival*	Percivalum	*Percivallo*
Peregrine	*Peregrinus*	Peregrinum	*Peregrino*
Peter	*Petrus*	Petrum	*Petro*
Peirce	*Peircius*	Peircium	*Peircio*
Philebert	*Philebertus*	Philebertum	*Phileberto*
Philip	*Philippus*	Philippum	*Philippo*
Phineas	*Phinehas*	Phineam	*Phineæ*
Philemon	*Philemon*	Philemonem	*Philemoni*
Poſthumus	*Poſthumus*	Poſthumum	*Poſthumo*
Poynings	*Poynings*	Poynings	*Poynings*

Quin-

Conuſor.	Obligor.	Obligæ.	Conuſæ.
Q	Q	Q	Q
QUintin Quintilian	*Quintinus Quintilianus*	QUintinum Quintilia-(num	*Quintino Quintiliano*
R	R	R	R
RAndol *or* Ranulph	R*Anulphus*	RAnulphum	R*Anulpho*
Ralph	*Radulphus*	Radulphum	*Radulpho*
Raphael	*Raphael*	Raphaelem	*Raphaeli*
Raymund	*Raymundus*	Raymundum	*Raymundo*
Reynfred	*Reynfredus*	Reynfredum	*Reynfredo*
Reynold	*Reginaldus* vel *Reynoldus*	Reginaldum Reynoldum	*Reginaldo*
Reuben	*Reuben*	Reubenem	*Reubeni*
Rheſe	*Rheſus*	Rheſum	*Rheſo*
Rice	*Riceus*	Riceum	*Riceo*
Richard	*Richardus*	Richardum	*Richardo*
Robert	*Robertus*	Robertum	*Roberto*
Roger	*Rogerus*	Rogerum	*Rogero*
Roman	*Romanus*	Romanum	*Romano*
Rowland	*Rolandus*	Rolandum	*Rolando*
S	S	S	S
SAbcot Sackvil	S*Abcotus Sackvil*	SAbcotum Sackvil	S*Abcoto Sackvil*
Saint John	*Saint John*	Saint John	*Saint John*
Sampſon	*Sampſon*	Sampſonem	*Sampſoni*
Samuel	*Samuel*	Samuelem	*Samueli*
Saul	*Saulus*	Saulum	*Saulo*
Sebaſtian	*Sebaſtianus*	Sebaſtianum	*Sebaſtiano*
Sigiſmund	*Sigiſmundus*	Sigiſmundum	*Sigiſmundo*
Sylvanus	*Sylvanus*	Sylvanum	*Sylvano*
Sylveſter	*Sylveſter*	Sylveſtrem	*Sylveſtri*
Sylvius	*Sylvius*	Sylvium	*Sylvio*
Simeon	*Simeon*	Simeonem	*Simeoni*
Simon	*Simon*	Simonem	*Simoni*
Spencer	*Spencerus*	Spencerum	*Spencero*
Stephanus Stephen	*Stephanus*	Stephanam Stephanum	*Stephano*
Swithin	*Swithinus*	Swythinum	*Swythino*
Sydney	*Sydneius*	Sydneium	*Sydneio*

Tal-

Consor.	Obligor.	*Obligæ.*	Consæ.
T	T	T	T
TAlbot	TAlbottus	TAlbottum	TAlbotto
Terry *see* Theodore			
Theobald	*Theobaldus*	Theobaldum	*Theobaldo*
Theodore	*Theodorus*	Theodorum	*Theodoro*
Theodorick	*Theodoricus*	Theodoricum	*Theodorico*
Theodosius	*Theodosius*	Theodosium	*Theodosio*
Theophilus	*Theophilus*	Theophilum	*Theophilo*
Thomas	*Thomas*	Thomam	*Thomæ*
Tibel *or* Theobald			
Tiege	*Tiegus*	Tiegum	*Tiego*
Timothy	*Timotheus*	Timotheum	*Timotheo*
Titus	*Titus*	Titum	*Tito*
Tychicus	*Tychicus*	Tychicum	*Tychico*
Tobie, Tobias *or* Tobiah	*Tobias*	Tobiam	*Tobiæ*
Trinian	*Trinianus*	Trinianum	*Triniano*
Tristram	*Tristramus*	Tristramum	*Trestrano*
Trophimus	*Trophimus*	Trophimum	*Trophimo*
Turstan *for* Trustan.	*Turstamus*	Turstanum	*Turstano*
V	V	V	V
VAlter Valens	*Alter Valens*	VAlterum Valentem	*Altero Valenti*
Valentine	*Valentinus*	Valentinum	*Valentino*
Uchtred	*Uchtredus*	Uchtredum	*Uchtredo*
Villiam	*Villiamus*	Villiamum	*Villiamo*
Vincent	*Vincentius*	Vincentium	*Vincentio*
Vital	*Vitalis*	Vitalem	*Vitali*
Vivian	*Vivianus*	Vivianum	*Viviano*
Urbanus	*urbanus*	Urbanum	*Urbano*
Urian	*urianus*	Urianum	*uriano*
Uriah	*Urias*	Uriam *vel* Urian	*Uriæ*

Conſor.	Obligor.	Obligor.	Conſæ.
W	*W*	W	*W*
WAlter Walwin	*WAlterus Walgamus*	WAlterum Walgamum	*WAlero Walgano*
Warin	*Guarinus*	Guarinum	*Guarino*
Warren	*Warren*	Warren	*Warren*
William	*Gulielmus* vel *Willielmus*	Willielmum vel Gulielmum	*Willielmo*
Wilfrid	*Wilfridus*	Wilfridum	*Wilfrido*
Willibald	*Willibaldus*	Willibaldum	*Willibaldo*
Wimund	*Wimundus*	Wimundum	*Wimundo*
Wiſchard	*Guiſchardus*	Guiſchardum	*Guiſchardo*
Wulpher	*Wulpherus*	Wulpherum	*Wulphero*
Wulſtan	*Wulſtanus*	Wolſtanum	*Wolſtano Wulſtano*
Y	*Y*	Y	*Y*
YBol Ythel	*EUbulus Euthalius*	EUbulum Euthalium	*EUbulo Euthalio*
Z	*Z*	Z	*Z*
ZAcheus Zachary or Zacharias	*ZAcheus Zacharias*	ZAcheum Zachariam	*ZAcheo Zachariâ*
Zephane	*Zephanus*	Zephanum	*Zephano*

The Names of Women.

Conjugor.	Obligor	*Obligo.*	Consto.
A	*A*	A	*A*
A Bigal	A *Bigal*	A Biga-lam	A *Bigalæ*
Adelin	*Adelina*	Adelinam	*Adelinæ*
Agatha	*Agatha*	Agatham	*Agathæ*
Agnes	*Agnes*	Agnetem	*Agneti*
Aletheia	*Aletheia*	Aletheiam	*Eletheiæ*
Alice	*Alicia*	Aliciam	*Aliciæ*
Amie	*Amicia* vel *Amata*	Amiciam	*Amiciæ*
Anchoret	*Anchoretta*	Anchorettam	*Anchorettæ*
Angellet	*Angeletta*	Angelettam	*Angelettæ*
Anne	*Anna*	Annam	*Annæ*
Annis	*Annis*	Annem	*Anni*
Anaſtate	*Anaſtatia*	Anaſtatiam	*Anaſtatiæ*
Arbella	*Arbella*	Arbellam	*Arbellæ*
Audrie	*Audria*	Audriam	*Audriæ*
Avice	*Aviſia* vel *Hawiſia*	Aviſiam	*Aviſiæ*
Aureola	*Aureola*	Aureolam	*Aureolæ*
Auſtice	*Auſticia*	Auſticiam	*Auſticiæ*
B	*B*	B	*B*
B Arbara	B *Arbara*	B Arbaram	B *Arbaræ*
Bathſheba	*Bathſheba*	Bathſhebam	*Bathſhebæ*
Beatrice	*Beatrix*	Beatricem	*Beatrice*
Benet	*Benedicta*	Benedictam	*Benedictæ*
Benigna	*Benigna*	Benignam	*Benignæ*

Conusor.	Obligor.	*Obligæ.*	Conusæ.
Bertha	*Bertha*	Berthan	*Berthæ*
Blanch	*Blanchia*	Blanchiam	*Blanchiæ*
Bona	*Bona*	Bonam	*Bonæ*
Bridget	*Bridgitta*	Bridgittam	*Bridgittæ*

C	C	C	C
CAssandra	C*Assandra*	CAssandram	C*Assandræ*
Chara	*Chara*	Charam	*Charæ*
Charity	*Charitas*	Charitatem	*Charitati*
Christian	*Christiana*	Christianam	*Christianæ*
Cicely	*Cecilia*	Ceciliam	*Ceciliæ*
Clare	*Clara*	Claram	*Claræ*
Constance	*Constantia*	Constantiam	*Constantiæ*

D	D	D	D
DEborah Denis *or* Dionis *or* Dionysia	D*Eborah* *Dionysia*	DEboram Dionysiam	D*Eboræ* *Dionysiæ*
Diana	*Diana*	Dianam	*Dianæ*
Dido	*Dido*	Didonem	*Didoni*
Dorcas	*Dorcas*	Dorcadem	*Dorcadi*
Dorothy	*Dorothea*	Dorotheam	*Dorotheæ*
Dousabel	*Dulcibella*	Dulcibellam	*Dulcibellæ*
Douse	*Dulcia*	Dulciam	*Dulciæ*
Dinah	*Dina*	Dinam	*Dinæ*
Duella	*Duella*	Duellam	*Duellæ*

E	E	E	E
EAde	A*Uda, Ida, Ada* vel *Idonea*	EUdam, Idam, Adam, *&c.*	A*Udæ, Idæ, Adæ, &c.*
Edith	*Editha*	Editham	*Edithæ*
Elcana	*Elcana*	Elcanam	*Elcanæ*
Elianor	*Elianora*	Elianoram	*Elianoræ*
Elhena	*Elhena*	Elhenam	*Elhenæ*
Eliza	*Eliza*	Elizam	*Elizæ*
Elizabeth	*Elizabetha*	Elizabetham	*Elizabethæ*
Emme	*Emma* vel *Elgiva*	Emmam *vel* Egivam	*Emmæ* vel *Elgivæ*
Emmet	*Emmetta*	Emmettam	*Emmettæ*

Esther

Conuſor.	Obligor.	*Obligæ.*	Conuſæ.
Eſther	*Eſthera*	Eſtheram	*Eſtheræ*
Ethelburg	*Ethelburga*	Ethelburgam	*Ethelburgæ*
Etheldred *for* Ethelred	*Etheldreda*	Etheldredam	*Etheldredæ*
Eva *ſee* Hevah	*Eva*		
Evadne	*Evadne*	Evadnem	*Evadne*

F F F F

FAith Florence	F*ides Florentia*	FIdem Florentiam	F*idei Florentiæ*
Felix	*Felicia*	Feliciam	*Felicia*
Fileda	*Fileda*	Filedam	*Filede*
Fortune	*Fortuna*	Fortunam	*Fortunæ*
Frances	*Franciſca*	Franciſcam	*Franciſcæ*
Frideſwyd	*Frideſwyda*	Fridiwyſdam	*Fridiſwydæ*

G G G G

GErtrude Gillian *for* Julian	G*ertrudis Juliana*	GErtrudem Julianam	G*ertrudæ Julianæ*
Gillet	*Julietta* vel *Egidia*	Juliettam *vel* Egidiam	*Juliettæ* vel *Egidiæ*
Gladuce	*Gladuſa* vel *Claudia*	Gladuſam *vel* Claudiam	*Gladuſæ* vel *Claudiæ*
Godly	*Godly*	Godly	*Godly*
Grace	*Gracia*	Graciam	*Graciæ*
Griſſil	*Griſhilda*	Griſhildam	*Griſhildæ*
Guinfrida	*Guinfrida*	Guinfridam	*Guinfridæ*

H H H H

HAgar Hannah	H*agar Hannæ*	HAgar Hannam	H*agar Hannæ*
Hawis *for* Avice	*Haviſia*	Haviſiam	*Haviſiæ*
Hellen	*Helen*	Helenam	*Helen*
Heſter	*Heſterа*	Heſteram	*Heſteræ*
Hevah	*Hevæ*	Hevam	*Hevæ*

Conuſor.	Obligor.	*Obligæ.*	Comiſæ.
I	*I*	I	*I*
JAcommena	*Jacomena*	JAcomenam	*Jacomenæ*
Jane	*Jana*	Janam	*Janæ*
Jennet	*Johannula*	Johannulam	*Johannulæ*
Joyce	*Jocoſa*	Jocoſam	*Jocoſæ*
Joane	*Johanna*	Johannam	*Johannæ*
Iſabel	*Iſabella*	Iſabellam	*Iſabellæ*
Judith	*Juditha*	Juditham	*Judithæ*
Julia	*Julia*	Juliam	*Juliæ*
K	*K*	K	*K*
KAtharine	*Katharina*	KAtharinam	*Katharinæ*
Kinburg	*Kinburga*	Kinburgam	*Kinburgæ*
Kinulph	*Kinulpha*	Kinulpham	*Kinulphæ*
L	*L*	L	*L*
LEah	*Ea*	LEam	*Eæ*
Lettice	*Letitia*	Letitiam	*Letitiæ*
Lydia	*Lydia*	Lydiam	*Lydiæ*
Lora	*Lora*	Loram	*Loræ*
Love	*Amorea*	Amoream	*Amoreæ*
Luce	*Lucia*	Luciam	*Luciæ*
Lucrece	*Lucretia*	Lucretiam	*Lucretiæ*
M	*M*	M	*M*
MAbel	*Abella, Amabilia, Amabilia*	MAbelliam	*Abellæ* vel *Amabiliæ*
Magdalen	*Magdalena*	Magdalenam	*Magdalenæ*
Margaret	*Margareta*	Margaretam	*Margaretæ*
Margery	*Margeria*	Margeriam	*Margeriæ*
Mary	*Maria*	Mariam	*Mariæ*
Marian	*Marian*	Marian	*Mareanæ*
Martha	*Martha*	Martham	*Marthæ*
Mawd, Mawdlin *ſee* Magdalen	*Matilda, Matildis* vel *Mathildis*	Matildam	*Matildæ*
Mercy	*Miſericordia*	Miſericordiam	*Miſericordiæ*
Milecent	*Milecentia*	Milecentiam	*Milecentiæ*

Merawd

Conusor.	Obligor.	Obligæ.	Conusæ.
Merawd	*Meranda*	Merandam	*Mirandæ*
Mildred	*Mildreda*	Mildredam	*Meldredæ*
Muriel	*Muriela*	Murielam	*Murielæ*
N	**N**	**N**	**N**
Nichola	*Nichola*	Nicholam	*Nicholæ*
Nicia	*Nicia*	Niciam	*Nici*
O	**O**	**O**	**O**
Olive	*Liva*	Livam	*Livæ*
Olympia	*Olympia*	Olympiam	*Olympiæ*
Orabilis	*Orabilis*	Orabilem	*Orabili*
P	**P**	**P**	**P**
Patience	*Patientia*	Patientiam	*Patientiæ*
Parnel	*Patronilla*	Petronillam	*Petronellæ*
Penelope	*Penelope*	Penelopen	*Penelope*
Philadelphia	*Philadelphia*	Philadelphiam	*Philadelphiæ*
Philip	*Philippa*	Philippam	*Philippæ*
Phillis	*Phillis*	Phillidem	*Phillidi*
Phillida	*Phillida*	Phillidam	*Phillidæ*
Phebe	*Phœbe*	Phœben	*Phœbe*
Polixena	*Polixena*	Polixenam	*Polixenæ*
Prisca	*Prisca*	Priscam	*Priscæ*
Priscilla	*Priscilla*	Priscillam	*Priscillæ*
Prudence	*Prudentia*	Prudentiam	*Prudentiæ*
R	**R**	**R**	**R**
Rachel	*Rachel*	Rachelam	*Rachil*
Radigund	*Radegunda*	Radegundam	*Radegundæ*
Rebecca	*Rebecca*	Rebeccam	*Rebeccæ*
Rosamund	*Rosamunda*	Rosamundam	*Rosamundæ*
Rose	*Rosa*	Rosam	*Rosæ*
Rosacleer	*Rosaclera*	Rosacleram	*Rosaclerę*

Conusor.	Obligor.	Obligæ.	Conusæ.
S	S	S	S
SAbina	*Abina*	SAbinam	*Abinæ*
Sanchia	*Sanchia*	Sanchiam	*Sanchiæ*
Sarah	*Sara*	Saram	*Saraæ*
Scholaſtica	*Scholaſtica*	Scholaſticam	*Scholaſticæ*
Sibil	*Sibilla*	Sibillam	*Sibillæ*
Sophia	*Sophia*	Sophiam	*Sophiæ*
Sophronia	*Sophronia*	Sophroniam	*Sophroniæ*
Suſan *or* Suſanna	*Suſanna*	Suſannam	*Suſannæ*
T	T	T	T
TAbitha	*Abitha*	TAbitham	*Abithæ*
Taco	*Taca*	Tacam	*Tacæ*
Tamer	*Tamera*	Tameram	*Tameræ*
Taphnes	*Taphnes*	Taphnem	*Taphni*
Temperance	*Temperantia*	Temperantiam	*Temperantiæ*
Thamer	*Thamera*	Thameram	*Thameræ*
Theodoſia	*Theodoſia*	Theodoſiam	*Theodoſiæ*
Tomaſin *or* Thomaſin	*Tomaſina*	Thomaſinam	*Thomaſinæ*
V	V	V	V
VEnus Urſley *or* Urſula	*Venus Urſula*	VEnerem Urſulam	*Venexi Urſula*
Vertue	*Virtus*	Virtutem	*Virtuti*
W	W	W	W
WAlburg *or* Warburg	*Walburga*	WAlburgam	*Walburgæ*
Winifrid	*Winifrida*	Winifridam	*Winifridæ*

Note, *There be many Words that be not declined, and the* Conuſor, Obligor, Conuſæ, *and* Obligæ *are all alike, as before: you may observe in reading them.*

A a 3 *Trade*

Trades and Professions of Men and Women in the same Case, to fill up the Bonds and Recognizances.

A	A
ANchor-maker	*ANchoræfaber*
Apothecary	*Apothecarius*
Armorer	*Armifaber*
Attorney	*Attornatus*
B	**B**
BAker	*Pistor*
Barber-Chirurgeon	*Chirurgus Tons.*
Bailiff	*Ballivus*
Bell-founder	*Campanarius*
Blacksmith	*Ferrifaber*
Bricklayer	*Laterarius*
Brickmaker	
Butcher	*Lanius* vel *Lanio*
C	**C**
CArpenter	*ARchitectus*
Carrier	*Plaustrarius*
Carver	*Sculptor*
Chandler	*Candelarius*
Cheesemonger	*Casearius*
Chirurgion	*Chirurgus*
Clockmaker	*Horologicus*
Clothier	*Pannifex*
Cloathworker	*Pannitonsor*
Collier	*Carbonarius*
Combmaker	*Pectinarius*
Confectioner	*Confector*
Cook	*Coquus*

Cooper	*Doliarius*
Copperſmith	*Ærarius*
Crosbowmaker	*Baliſtarius*
Currier	*Corcinnator*
Cutler	*Cultellarius*
Cordwainer	*Allutarius*
D	**D**
Draper	*Annarius* See
Dial-maker	*Clockmaker*
Dice-maker	*Talorum factor*
F	**F**
Feathermaker	*Plumarius*
Felmonger	*Pellicarius*
Fiſhmonger	*Piſcenarius*
Flaxdreſſer	*Limpola*
Fletcher	*Sagittifex*
Founder	*Metalli ductor*
Fruiterer	*Pomarius*
Furrier	*Pellicator*
G	**G**
Gardiner	*Hortulanus*
Glaſier	*Vitrarius*
Glaſs-maker	*Vitriarius*
Glover	*Cheirothecarius*
Goldſmith	*Faber aurarius* vel *Aurifex*
Grocer	*Grocerus*
Girdler	*Zonarius*
Gun-maker	*Faber Bombardicus*
H	**H**
Haberdaſher	*Haberdaſher*
Hat-maker	*Gallerius*
Horner	*Corinarius*
Horſe-Courſer	*Hippocomus*
Hoſier	*Caligarius*

Jeweller

I

JEweller
Imbroiderer
Inne-keeper
Ironmonger

L

LAttener
Leatherſeller

M

MAlſter
Maſon
Mealman
Mercer
Merchant-Taylor
Millener

N

NAiler

O

OYleman

P

PAinter-ſtainer
Paviour
Perfumer
Pewterer
Pinmaker
Plaſterer
Plumber
Potter
Poulterer

R

ROpe-maker

I

GEmmarius
Acupictor
Pandoehus
Ferrarius

L

ORichalcarius
Vellio

M

HOrdearius
Lapidarius
Suffarraneus
Mercerus
Mercator Sciſſer
Minutarius

N

CLavi-faber

O

OLearius

P

PIctor
Pavior
Odorarius;
Stannarius
Acicularius
Gypſator
Plumbarius
Figulus
Pullarius

R

REſtitis

Sadler

S

SAdler
Salter
Sawyer
Scrivener
Ship-Carpenter
Silk-Dyer
Silk-Weaver
Silver-Smith
Smith
Spectacle maker
Spurrier
Stationer
Stone-Cutter

S

Ephippiarius
Salarius
Serrarius
Scriptor
Naupegus
Tenctor Bombycinus
Sericarius Tector
Faber Argentarius
Faber Ferrarius
Specularius
Calcarius
Bibliopola
Vide *Mason*

T

TAllow-Chandler
Tanner
Tent-maker
Thatcher
Trunk-maker
Turner

T

Candelarius Sevosus
Byrseus
Scenofactorius
Tector
Syringator
Tornator

V

VIntner
Upholster

V

Vintarius
Tapetiarius

W

WAtch-maker
Wax-Chandler
Weaver
Wheel-Wright
Wine-Cooper
Woodmonger

W

VIde *Clockmaker*
Cerarius
Telarius & Textor
Rotifex
Doliarius Vinarius
Lignarius

The

The Names of Officers *in Order.*

Alderman	*Aldermanus*
Attorney	*Attornatus*
Biſhop	*Epiſcopus*
Captain	*Dux*
Chamberlain of *London*	*Cameriarius*
Chancelour of a Church	*Cancellarius*
Churchwarden	*Guardianus Eccleſiæ*
Clerk	*Clericus*
Colonel	*Colonellus*
Conſtable	*Conſtabularius*
Coroner	*Coronator*
Corporal	*Manipularis*
Councellor	*Conſiliarius*
Crier	*Præco*
Dean	*Decanus*
Deacon	*Diaconus*
Emperor	*Imperator*
Empreſs	*Imperatrix*
Judge	*Judex*
Juſtice	*Juſtitiarius*
Lawyer	*Juriſconſultus*
Prothonotary	*Prothonotarius*
Secondary	*Secondarius*
Serjeant at Law	*Serviens ad Legem*
Sheriff	*Vicecomes*
Steward	*Seneſchallus*
Water-Baily	*Ballivus Aquæ*

Biſhopricks.

Bath *and* Wells	*Bath. & Well.*
Canterbury	*Cantuarienſiis Epiſcopatus*
Cheſter	*Cæſtriæ*
Chicheſter	*Ciceſtriæ*
Durham	*Dunelm.*
Ely	*Epiſcopatus Elienſis*
Exceter	*Exon*
Glouceſter	*Glouceſtriæ*
Hereford	*Herefordiæ*
Lincoln	*Lincoln. Epiſcopatus*
Lichfield *and* Coventry	*Lichfield & Coventr.*
Norwich	*Epiſcopatus Norvicenſis*
Oxford	*Oxon.*
Rocheſter	*Roffen*
Salisbury	*Salisbur.*
Wincheſter	*Winceſtriæ*

Additions

Additions.

Duke Marquiſs	*Dux Marchio*	Ducem Marchionem	*Duci Marchioni*
Earl	*Comes*	Comitem	*Comiti*
Viſcount	*Vicecomes*	Vicecomitem	*Vicecomiti*
Baron	*Baro*	Baronem	*Baroni*
Knights of the Garter	*Prænebilis Ordinis Periſcelidis*		
Knight Baronet	*Miles Baronettus*		
Baronet	*Baronettus*	Baronettum	*Baronetto*
Knight of the Bath	*Eques de balneo*	Equitem de Balneo	*Equiti de Balneo*
Knight Batchelor	*Miles, Eques Auratus*	Militem, Equitem Auratum	*Militi, Equiti Auratum*
Eſquire	*Armiger*	Armigerum	*Armigero*
Yeoman	*Yeoman*		
Gentleman	*Generoſus*	Generoſum	*Generoſo*
Doctor of the Civil Law	*Legum Doctor*	Legum Doctorem	*Legum Doctori*
Doctor of Divinity	*Theologiæ Profeſſor*	Theologiæ Profeſſorem	*Theologiæ Profeſſori*
Doctor of Phyſick	*Medicinæ Doctor*	Medicinæ Doctorem	*Medicinæ Doctori*
Batchelor of Divinity	*Theologiæ Baccalaureus*	Theologiæ Baccalaureum	*Theologiæ Baccalaureo*
Maſter of Arts	*Magiſter Artium*	Magiſtrum Artium	*Magiſtro Artium*
Batchelor of Arts	*Baccalaureus Artium*	Baccalaureum Artium	*Baccalaureo Artium*
Parſon	*Clericus*	Clericum	*Clerico*
Batchelor of Law	*Legum Baccalaureus*	Legum Baccalaureum	*Legum Baccalaureo*
Merchant	*Mercator*	Mercatorem	*Mercatori*

Addi-

Additions.

Dutcheſs Marchioneſs	*Ducissa* *Marchionissa*	Ducissam Marchionissam	*Ducissæ* *Marchionissæ*
Counteſs	*Comtissa*	Comitissam	*Comitissæ*
Vicounteſs	*Vicecomitissa*	Vicecomitissam	*Vicecomitissæ*
Baroneſs	*Baronissa*	Baronissam	*Baronissæ*
Lady	*Domina*	Dominam	*Dominæ*
Widow	*Vidua*	Viduam	*Viduæ*
Gentlewoman	*Generosa*	Generosam	*Generosæ*
Spinſter	*Spinster*	Spinster	*Spinsteræ*

Cities.

Bath	*Athon*	De Civitate
Briſtol	*Briſtol*	
Canterbury	*Cantuariæ*	
Chicheſter	*Ciceſter*	
Glouceſter	*Glouceſtriæ*	
Hereford	*Hereford*	
Lichfield	*Lichfield*	
Lincoln	*Lincoln*	
London	*London*	
Norwich	*Norvicæ*	
Oxford	*Oxoniæ*	
Rocheſter	*Roffæ*	
York	*Eboras*	
Wincheſter	*Wintoniæ*	
Exeter	*Exoniæ*	
Worceſter	*Wigorn*	

Coun-

Counties.

	In Comitatu
Barkſhire	Berkeriæ
Bedfordſhire	Bedfordiæ
Buckinghamſhire	Buckinghamiæ
Cambridgeſhire	Cantabrigiæ
Cheſhire	Ceſtriæ
Cornwall	Cornubiæ
Cumberland	Cumbriæ
Darbyſhire	Darb.
Devonſhire	Devon.
Dorſetſhire	Dorſet.
Durham	Dunelm.
Eſſex	Eſſex
Glouceſterſhire	Gloceſtriæ
Hampſhire	Southampton.
Hertfordſhire	Hertfordiæ
Herefordſhire	Herefordiæ
Huntingtonſhire	Huntingtoniæ
Kent	Kanc.
Lancaſhire	Lancaſtriæ
Leiceſterſhire	Leiceſtriæ
Lincolnſhire	Lincoln.
Middleſex	Middleſex
Northamptonſhire	Northampton
Nottinghamſhire	Nottinghamiæ
Northumberland	Northumbriæ
Norfolk	Norfolciæ
Oxford	Oxon.
Rutland	Rutlandiæ
Shropſhire	Salopiæ
Somerſetſhire	Somerſet
Staffordſhire	Staffordiæ
Suffolk	Suffolciæ
Suſſex	Suſſexiæ
Surry	Surry
Warwickſhire	Warwick
Weſtmorland	Weſtmorland
Wiltſhire	Wiltoniæ
Worceſterſhire	Wigorniæ
	Wigorum
Yorkſhire	Eborum
Brecknockſhire	Brecknock

Counties.

Cardiganſhire	Cardigan
Carmarthenſhire	Carmarthen
Carnarvan	Carnarven
Denbighſhire	Denbigh
Flintſhire	Flint
Glamorganſhire	Glamorgan
Montgomeryſhire	Montgomer.
Monmouthſhire	Monmouth
Merionithſhire	Merionith
Pembrookſhire	Pembrochiæ
Radnorſhire	Radnor

Obligation.

Primo		Januarii
Secundo		Februarii
Tertio		Martii
Quarto		Aprilis
Quinto		Maii
Sexto		Junii
Septimo		Julii
Octavo		Auguſti
Nono		Septembris
Decimo		Octobris
Undecimo		Novembris
Duodecimo		Decembris
Tertio decimo		
Quarto decimo		
Dat Quinto decimo	Die	
Sexto decimo		
Decimo ſeptimo		
Decimo octavo		
Decimo nono		
Viceſimo		
Viceſimo primo		
Viceſimo ſecundo		
Viceſimo tertio		
Viceſimo quarto		
Viceſimo quinto		
Viceſimo ſexto		
Viceſimo ſeptimo		
Viceſimo octavo		
Viceſimo nono		
Triceſimo primo		

Milleſimo

The Dates of Bonds.

Milleſimo ſexenteſimo ſexageſimo:

Anno Domini	1662	*ſecundo*
	1663	*tertio*
	1664	*quarto*
	1665	*quinto*
	1666	*ſexto*
	1667	*ſeptimo*
	1668	*octavo*
	1669	*nono*
	1670	*ſeptuageſimo*
	1671	*primo*
	1672	*ſecundo*
	1680	*octogeſimo*
	1690	*nonageſimo*
	1700	

Milleſimo ſeptingeſimo, &c.

Nomina Menſium:

January	*Januarius*
February	*Februarius*
March	*Martius*
April	*Aprilis*
May	*Maius*
June	*Junius*
July	*Julius*
Auguſt	*Auguſtus*
September	*September*
October	*October*
November	*November*
December	*December*

The Dates of Bonds.

First day	*Primus dies*
Second day	*Secundus dies*
Third day	*Tertius dies*
Fourth day	*Quartus dies*
Fifth day	*Quintus dies*
Sixth day	*Sextus dies*
Seventh day	*Septimus dies*
Eighth day	*Octavus dies*
Ninth day	*Nonus dies*
Tenth day	*Decimus dies*
Eleventh day	*Undecimus dies*
Twelfth day	*Duodecimus dies*
Thirteenth day	*Tertius decimus dies*
Fourteenth day	*Quartus decimus dies*
Fifteenth day	*Quintus decimus dies*
Sixteenth day	*Sextus decimus dies*
Seventeenth day	*Decimus septimus dies*
Eighteenth day	*Decimus octavus dies*
Nineteenth day	*Decimus nonus dies*
Twentieth day	*Vicesimus dies*
One and twentieth day	*Vicesimus primus dies*
Two and twentieth day	*Vicesimus secundus dies*
Three and twentieth day	*Vicesimus tertius dies*
Four and twentieth day	*Vicesimus quartus dies*
Five and twentieth day	*Vicesimus quintus dies*
Six and twentieth day	*Vicesimus sextus dies*
Seven and twentieth day	*Vicesimus septimus dies*
Eight and twentieth day	*Vicesimus octavus dies*
Nine and twentieth day	*Vicesimus nonus dies*
Thirtieth day	*Triceſimus dies*
One and thirtieth day	*Triceſimus primus dies*

Sums of Money.

One ſhilling	*Unus ſolidus*
Two ſhillings	*Duo ſolidi*
Three ſhillings	*Tres ſolidi*
Four ſhillings	*Quatuor ſolidi*
Five ſhillings	*Quinque ſolidi*
Six ſhillings	*Sex ſolidi*
Seven ſhillings	*Septem ſolidi*

Sums of Money.

Eight ſhillings	*Octo ſolidi*
Nine ſhillings	*Novem ſolidi*
Ten ſhillings	*Decem ſolidi*
Eleven ſhillings	*Undecim ſolidi*
Twelve ſhillings	*Duodecim ſolidi*
Thirteen ſhillings	*Tredecim ſolidi*
Fourteen ſhillings	*Quatuordecim ſolidi*
Fifteen ſhillings	*Quindecim ſolidi*
Sixteen ſhillings	*Sexdecim ſolidi*
Seventeen ſhillings	*Septemdecim ſolidi*
Eighteen ſhillings	*Octodecim ſolidi*
Nineteen ſhillings	*Novemdecim ſolidi*
Twenty ſhillings	*Viginti ſolidi*
Thirty ſhillings	*Triginta ſolidi*
Forty ſhillings	*Quadraginta ſolidi*
Fifty ſhillings	*Quinquaginta ſolidi*
Three pounds	*Tres libræ*
Four pounds	*Quatuor libræ*
Five pounds	*Quinquæ libræ*
Six pounds	*Sex libræ*
Seven pounds	*Septem libræ*
Eight pounds	*Octo libræ*
Nine pounds	*Novem libræ*
Ten pounds	*Decem libræ*
Twenty pounds	*Viginti libræ*
Thirty pounds	*Triginta libræ*
Forty pounds	*Quadraginta libræ*
Fifty pounds	*Quinquaginta libræ*
Sixty pounds	*Sexaginta libræ*
Seventy pounds	*Septuaginta libræ*
Eighty pounds	*Octoginta libræ*
Ninety pounds	*Nonaginta libræ*
One hundred pounds	*Centum libræ*
Two hundred pounds	*Ducentæ libræ*
Three hundred pounds	*Trecentæ libræ*
Four hundred pounds	*Quadringentæ libræ*
Five hundred pounds	*Quingentæ libræ*
Six hundred pounds	*Sexcentæ libræ*
Seven hundred pounds	*Septingentæ libræ*
Eight hundred pounds	*Octingentæ libræ*
Nine hundred pounds	*Noningentæ libræ*

Sums of Money.

One thouſand pounds	*Mille libræ*
Two thouſand pounds	*Duo millæ libræ*
Three thouſand pounds	*Tres millæ libræ*
Four thouſand pounds	*Quatuor millæ libræ*
Five thouſand pounds	*Quinque mille libræ*
Six thouſand pounds	*Sex mille libræ*
Seven thouſand pounds	*Septem mille libræ*
Eight thouſand pounds	*Octo mille libræ*
Nine thouſand pounds	*Novem mille libræ*
Ten thouſand pounds	*Decem mille libræ.*

And ſo forwards as cauſe ſhall require

Recognizance.

Four	Pounds	*Quatuor*	Libræ
Five		*Quinque*	
Six		*Sex*	
Seven		*Septem*	
Eight		*Octo*	
Nine		*Novem*	
Ten		*Decem*	
Eleven		*Undecim*	
Twelve		*Duodecim*	
Thirteen		*Tredecim*	
Fourteen		*Quatuordecim*	
Fifteen		*Quindecim*	
Sixteen		*Sexdecim*	
Seventeen		*Septemdecim*	
Eighteen		*Octodecim*	
Nineteen		*Novemdecim*	
Twenty		*Viginti*	
Thirty		*Triginta*	
Forty		*Quadraginta*	
Fifty		*Quinquaginta*	
Sixty		*Sexaginta*	
Seventy		*Septuaginta*	
Eighty		*Octoginta*	
Ninety		*Nonaginta*	

Recognizance.

One hundred	Pounds	*Centum*	Libræ
Two hundred		*Ducentæ*	
Three hundred		*Trecentæ*	
Four hundred		*Quadringentæ*	
Five hundred		*Quingentæ*	
Six hundred		*Sexcentæ*	
Seven hundred		*Septingentæ*	
Eight hundred		*Octingentæ*	
Nine hundred		*Nongentæ*	
One thousand		*Mille*	
Two thousand		*Duæ Mille* vel *bis Mille*	
Three thousand		*Tres Mille*	

l.	*In*
100	*Centum*
200	*Ducentis*
300	*Trecentis*
400	*Quadringentis*
500	*Quingentis*
600	*Sexcentis*
700	*Septingentis*
800	*Octingentis*
900	*Nongentis*
1000	*Mille*
2000	*Duabus Mille*
3000	*Tribus Mille*
4000	*Quatuor Mille*

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